



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

November 05, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **CONTRACT FOR PRODUCTION SERVICES FOR TELEVISION MEETINGS OF THE BOARD OF SUPERVISORS AND RELATED SERVICES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

Request Board approval of a seven-year contract to provide production services for televising meetings of the Board of Supervisors and other significant meetings of public interest, with simultaneous closed captioning and Spanish translation, on-screen graphics, electronic transcripts, and related services.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman to sign the attached contract with Network Television Time, Inc., dba GovTV, to provide Production Services for Televising Meetings of the Los Angeles County Board of Supervisors and Related Services, at an annual amount not to exceed \$500,000, and a one-time cost of \$185,800, for a term of seven years, plus two optional one-year extensions, effective upon Board approval.
2. Delegate authority to the Chief Executive Officer, or his designee, to approve and execute all renewal options, extensions and change notices, pursuant to the provisions of the contract.
3. Direct the Chief Executive Office to allocate sufficient funds in the County's annual budget from the Cable TV Franchise Fund for payments authorized under the contract over its term.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On February 7, 1995, the Board approved a contract with Network Television Time, Inc. to provide the County with production services for the videotaping of hearings and meetings of the Board of Supervisors. The Board subsequently approved extensions of the contract in order to add additional services and to enable the Chief Executive Office (CEO) to evaluate available technologies that may be integrated. It also allowed the CEO to review and evaluate the complement of services required by the County. The purpose of this recommendation is to replace the existing contract scheduled to expire on November 30, 2014. Approval of the proposed contract will ensure uninterrupted production services to provide broadcasts of the Board meetings with simultaneous closed captioning and Spanish translation, on-screen graphics and electronic transcripts, among other related services. Other significant public meetings will be covered under this contract such as past meetings which have included: the Citizens Commission on Jail Violence, the Blue Ribbon Commission on Child Protection, and the Transition Team on the Office of Child Protection.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service Delivery (Goal 3). The contract will result in services provision to the public and County employees that allow for easy access to Board meetings and transcripts. It will transition the existing Webcasting Management System to a new provider that will provide enhanced services and expanded access to view live and archived Board meetings.

## **FISCAL IMPACT/FINANCING**

The cost of the proposed contract will be financed by the Cable TV Franchise Fund. Revenues generated from cable franchise fees will be sufficient to fund the proposed contract without any General Fund financing.

The one-time cost of \$185,800 is attributable to the Webcasting Management Solution transition from the current provider, Pictron, to a new provider, Granicus. The enhanced services and increased content accessibility offered by Granicus would be achieved by the purchase and placement of hardware in various County locations. The equipment would then be accessible remotely by Granicus for monitoring and maintenance.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed contract contains all of the latest Board required and policy provisions. The contract also includes insurance provisions that conform to current policies of the County. The Contractor agrees to maintain compliance with all contract requirements throughout the term of their contract. The contract has been approved as to form by County Counsel.

## **CONTRACTING PROCESS**

On July 13, 2012, the CEO released a Request for Proposals (RFP) for Production Services for Televising Meetings of the Los Angeles County Board of Supervisors and Related Services. The RFP was posted on the County's "Doing Business With Us" website and notice of the RFP's release was directly sent to all vendors on the CEO's bidders list. A Proposers' Conference and walk-through of the job site was held on August 8, 2012 and was attended by seven vendors.

One qualified proposal was received in response to the RFP from Network Television Time, Inc., dba GovTV, the incumbent contractor. The CEO evaluated the proposal as to the vendor's qualifications, proposed staffing, past performance, proposed quality control plan, and cost. The CEO sought the expert advice and input of the Executive Office of the Board of Supervisors, Internal Services Department, and the Chief Information Office. Based upon their input and the CEO's overall evaluation, the CEO determined that the proposer met the minimum requirements of the RFP and accepted all County standard terms and conditions, as specified in the Contract. Upon Board approval, the CEO will execute the contract for the required services.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed contract will ensure uninterrupted broadcasting of the Board meetings and will continue to enhance the County's efforts to open its Board meetings to members of the public so that they might be better able to understand and participate in their government.

## **CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return two copies of the executed contract, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Multimedia, Cable and Telecommunications Office, attention Susan Herman.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "W. Fujioka", followed by a small "for" written below it.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:RA:SH:lm

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**NETWORK TELEVISION TIME, INC., dba GOVTV**

**FOR**

**PRODUCTION SERVICES FOR TELEVISION MEETINGS  
OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS  
AND RELATED SERVICES**

## TABLE OF CONTENTS

<b>RECITALS</b>	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b>	<b>1</b>
<b>2.0 DEFINITIONS</b>	<b>2</b>
<b>3.0 WORK</b>	<b>2</b>
<b>4.0 TERM OF CONTRACT</b>	<b>3</b>
<b>5.0 CONTRACT SUM</b>	<b>3</b>
<b>6.0 ADMINISTRATION OF CONTRACT- COUNTY</b>	<b>5</b>
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b>	<b>5</b>
<b>8.0 STANDARD TERMS AND CONDITIONS</b>	<b>7</b>
8.1 AMENDMENTS	7
8.2 ASSIGNMENT AND DELEGATION	8
8.3 AUTHORIZATION WARRANTY	9
8.4 BUDGET REDUCTIONS	9
8.5 COMPLAINTS	9
8.6 COMPLIANCE WITH APPLICABLE LAW	10
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS	10
8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	10
8.9 CONFLICT OF INTEREST	12
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	12
8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	12
8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT	13
8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	15
8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	15
8.15 COUNTY'S QUALITY ASSURANCE PLAN	15
8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	16
8.17 EMPLOYMENT ELIGIBILITY VERIFICATION	16
8.18 FACSIMILE REPRESENTATIONS	16
8.19 FAIR LABOR STANDARDS	16
8.20 FORCE MAJEURE	17
8.21 GOVERNING LAW, JURISDICTION, AND VENUE	17
8.22 INDEPENDENT CONTRACTOR STATUS	17
8.23 INDEMNIFICATION	18
8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	18

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.25	INSURANCE COVERAGE.....	22
8.26	LIQUIDATED DAMAGES.....	23
8.27	MOST FAVORED PUBLIC ENTITY .....	24
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	24
8.29	NON EXCLUSIVITY .....	25
8.30	NOTICE OF DELAYS .....	25
8.31	NOTICE OF DISPUTES.....	25
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	26
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	26
8.34	NOTICES.....	26
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	26
8.36	PUBLIC RECORDS ACT .....	26
8.37	PUBLICITY .....	27
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	27
8.39	RECYCLED BOND PAPER .....	28
8.40	SUBCONTRACTING .....	28
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	29
8.42	TERMINATION FOR CONVENIENCE .....	30
8.43	TERMINATION FOR DEFAULT .....	30
8.44	TERMINATION FOR IMPROPER CONSIDERATION .....	31
8.45	TERMINATION FOR INSOLVENCY .....	32
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	32
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	32
8.48	VALIDITY.....	33
8.49	WAIVER .....	33
8.50	WARRANTY AGAINST CONTINGENT FEES .....	33
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	33
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ...	33
8.53	TIME OFF FOR VOTING .....	34

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
9.0	UNIQUE TERMS AND CONDITIONS .....	34
9.1	INTENTIONALLY OMITTED .....	34
9.2	INTENTIONALLY OMITTED .....	34
9.3	INTENTIONALLY OMITTED .....	34
9.4	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT .....	34
9.5	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	35
9.6	INTENTIONALLY OMITTED .....	35
9.7	INTENTIONALLY OMITTED .....	35
SIGNATURES	.....	36

### **STANDARD EXHIBITS**

- A - STATEMENT OF WORK
- B - PRICING SCHEDULE
- C - CONTRACTOR'S EEO CERTIFICATION
- D - COUNTY'S ADMINISTRATION
- E - CONTRACTOR'S ADMINISTRATION
- F - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G - JURY SERVICE ORDINANCE
- H - SAFELY SURRENDERED BABY LAW

**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
NETWORK TELEVISION TIME, INC., dba GOVTV  
FOR**

**PRODUCTION SERVICES FOR TELEVISION MEETINGS OF THE LOS ANGELES  
COUNTY BOARD OF SUPERVISORS AND RELATED SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Los Angeles, hereinafter referred to as County, and Network Television Time, Inc., dba GovTV, hereinafter referred to as Contractor. Contractor is located at 3537 Old Conejo Road, Suite #119, Newbury Park, CA 91320.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for specialized services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing televising production and broadcasting Services; and

**WHEREAS**, the County has authority to obtain such services by contract pursuant to Government Code Section 31000, as well as other applicable law,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- EXHIBIT A - Statement of Work
- EXHIBIT B - Pricing Schedule
- EXHIBIT C - Contractor's EEO Certification
- EXHIBIT D - County's Administration
- EXHIBIT E - Contractor's Administration
- EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G - Jury Service Ordinance
- EXHIBIT H - Safely Surrendered Baby Law



## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** shall mean the Los Angeles County Board of Supervisors, which is the governing body of the County.
- 2.2 **Board of Supervisors Hearing(s):** shall mean any duly noticed public hearing of the Los Angeles County Board of Supervisors.
- 2.3 **Board of Supervisors Meeting(s):** shall mean every regularly scheduled public board meeting of the Los Angeles County Board of Supervisors.
- 2.4 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work - Exhibit A*.
- 2.5 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the *Statement of Work - Exhibit A*.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Project Administrator:** Person with general authority for County on contractual or administrative matters related to the Contract. Responsibility for overseeing the day-to-day activities of this Contract; Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 **Department Head:** For purposes of this Contract shall mean the Chief Executive Officer of the County of Los Angeles.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

## 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 Contractor shall perform the services set forth in *Exhibit A – Statement of Work*. Coverage of the Board of Supervisors' hearings, meetings and special events shall be on a "gavel-to-gavel" basis, as specifically set forth in this Contract.

- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.4 The County Project Administrator is authorized to approve additional related services and purchases under this Contract that do not exceed a total of \$50,000 annually.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be seven (7) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for two (2) additional years. Such option to extend shall be exercised at the sole discretion of the Chief Executive Officer or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the CEO when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the CEO at the address herein provided in *Exhibit D - County's Administration*.

#### **5.0 CONTRACT SUM**

- 5.1 The Contract Sum under this Contract shall be the total monetary amount payable by County to Contractor for supplying all equipment and televising services including all tasks, deliverables, good, services, and other work specified under this Contract as shown in *Exhibit A – Statement of Work*. The total monetary amount shall be in accordance with *Exhibit B – Pricing Schedule*.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County Project Administrator at the address herein provided in *Exhibit D - County's Administration*.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following:

Susan Herman  
Chief Executive Office  
Multimedia, Cable and Telecommunications  
500 West Temple Street, Room 493  
Los Angeles, CA 90012  
[sherman@ceo.lacounty.gov](mailto:sherman@ceo.lacounty.gov)

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of County Administration referenced in the following paragraph is designated in *Exhibit D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **County's Project Administrator**

The responsibilities of the County's Project Administrator include:

- ensuring that the objectives of this Contract are met; and
- having authority for County on contractual or administrative matters relating to the Contract.
- providing direction to the Contractor in the areas relating to County policy, information requirements, procedural requirements, and on contractual or administrative matters related to the Contract;
- overseeing the day-to-day activities of this Contract;
- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall promptly notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager, or designated alternate, shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Administrator on a regular basis.

7.1.3 The Contractor's Project Manager must have three (3) years of experience producing live meeting broadcasts.

### **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.3 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", *Exhibit F*.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors, except as authorized and delegated to the Chief Executive Officer by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's

Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County's Project Administrator.

8.1.3 The Chief Executive Officer, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.

8.1.4 Consistent with Paragraph 3.4, the County Project Administrator may authorize additional related services and purchases under this Contract that do not exceed a total of \$50,000 annually.

## **8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the

Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Administrator within three (3) business days of mailing to the complainant.



## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

#### 8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the

Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to [GainGrow@dpss.lacounty.gov](mailto:GainGrow@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain

a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys'

fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or



responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Susan Herman  
Chief Executive Office  
Multimedia, Cable and Telecommunications  
500 West Temple Street, Room 493  
Los Angeles, CA 90012

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall

be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 **Property Coverage:** Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 The parties acknowledge that if Contractor fails to provide staff and maintain full operation of equipment, that the County and the public will be inconvenienced and suffer damages, the actual extent of which are uncertain and difficult to ascertain. Therefore, the parties agree that Contractor shall be liable to pay the amounts described below, not as a penalty, but as a reasonable approximation of the damages that would be suffered by County in the event of Contractor's delinquent performance.

In the event the Contractor's equipment operator/engineer does not report for any scheduled meeting of the Board of Supervisors, Contractor will not receive payment for any no-shows and additionally Contractor will pay the amount of One Thousand Five Hundred Dollars (\$1,500) per meeting, or any such adjusted amount calculated pursuant to any cost of living increases permitted under this Contract, to cover the County's expenses in obtaining a replacement equipment operator/engineer. Provided, however, that in the event the County does not receive sufficient notice to be able to hire a replacement equipment operator/engineer and County is not able to videotape any scheduled meeting of the Board of Supervisors, Contractor will pay, in addition to the aforementioned amount of One Thousand Five Hundred Dollars (\$1,500), or any aforementioned adjustment thereto, the amount of Eight Hundred Dollars (\$800) per meeting to compensate the County for its loss of product for those instances when County is unable to videotape any such meeting.

In the event Contractor does not maintain and provide a full complement of equipment as required under this Contract, after three (3) business days written notice in which to cure, Contractor shall pay the amount of Five Hundred Dollars (\$500) per meeting that any such equipment is not maintained at full operating capacity.

Contractor shall not be liable for any such liquidated damages, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

- 8.26.2 Any liquidated damages due under this Contract shall be deducted from Contractor's current billing or from any outstanding amounts due to Contractor by the County.
- 8.26.3 Contractor shall not be liable for any damages under this paragraph 8.26 if Contractor's delinquent performance is the result of County's failure to perform timely a prerequisite obligation.
- 8.26.4 The parties acknowledge that if County cancels any scheduled meetings and hearings, and does not provide twenty-four (24) hours advance

notice to Contractor, that the Contractor will be inconvenienced and suffer damages, the actual extent of which are uncertain and difficult to ascertain. Therefore, the parties agree that County shall be liable to pay the amount of Four Hundred Dollars (\$400) per meeting, or any such adjusted amount calculated pursuant to any cost of living increases permitted under this Contract, not as a penalty, but as a reasonable approximation of the damages that would be suffered by Contractor in the event of County's providing less than twenty-four (24) hours notice of cancellation of scheduled meetings and hearings.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Chief Executive Office from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Administrator is not able to resolve the dispute, the Chief Executive Officer, or his/her designee, shall resolve it.



**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibit D - County's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Executive Officer, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such

records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Administrator. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the

County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Susan Herman  
Chief Executive Office  
Multimedia, Cable and Telecommunications  
500 West Temple Street, Room 493  
Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Administrator:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall



be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 INTENTIONALLY OMITTED**

#### **9.2 INTENTIONALLY OMITTED**

#### **9.3 INTENTIONALLY OMITTED**

#### **9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.4.1 County shall be the sole owner of all right, title and interest, including, but not limited to, copyright, in and to all software, source code, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

## **9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

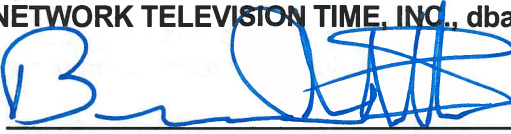
## **9.6 INTENTIONALLY OMITTED**

## **9.7 INTENTIONALLY OMITTED**

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

NETWORK TELEVISION TIME, INC., dba GOVTV

By



Name

President

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By

APPROVED AS TO FORM:

Mark Saladino  
County Counsel

By

  
Principal Deputy County Counsel

# STATEMENT OF WORK

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK .....	2
1.1	Live Broadcast of Board Meetings .....	2
1.2	Spanish Language Translation.....	4
1.3	Transcripts .....	5
1.4	Closed Captioning.....	5
1.5	Graphics .....	6
1.6	Web Hosting/Streaming/Archiving.....	7
1.7	Special Event Coverage.....	9
1.8	Remote Productions .....	10
1.9	Production Services to Other County Departments .....	10
1.10	Quality .....	10
1.11	Cabling .....	10
2.0	SCHEDULED MEETINGS AND ADDITIONAL SPECIFIC TASKS AND/OR WORK HOURS .....	11
3.0	QUALITY CONTROL .....	11
4.0	QUALITY ASSURANCE PLAN .....	12
5.0	RESPONSIBILITIES .....	12
	<u>COUNTY</u>	
5.1	Personnel .....	12
5.2	Furnished Items .....	13
	<u>CONTRACTOR</u>	
5.3	Project Manager .....	13
5.4	Personnel .....	14
5.5	Materials and Equipment Maintenance .....	14
5.6	Training .....	15
5.7	Contractor's Office .....	15
6.0	HOURS/DAYS OF WORK .....	15
7.0	WORK SCHEDULES .....	15
8.0	UNSCHEDULED WORK .....	16

Attachments

- 1 CONTRACTOR'S APPROACH .....
- 2 WEBCASTING SOLUTION DEPLOYMENT .....
- 3 CONTRACT DISCREPANCY REPORT .....
- 4 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART .....

## **1.0 SCOPE OF WORK**

The Contractor will provide production services related to gavel-to-gavel live coverage of all public meetings of the Board of Supervisors (Board) and other meetings and special events, as directed. The County will make available all necessary facilities to provide full production services including but not limited to the television control room, including installed video and audio systems, and a robotic camera system. The County requires Contractor to provide continuous production services as specified in this Statement of Work.

The Board holds weekly and special meetings. Most meetings are regularly scheduled and take place weekly on Tuesday mornings. Special meetings can be called within 24-hours or less notice to the Contractor. The Board of Supervisors has approximately 50 meetings per year. Meetings may run late, stop short, have delayed starts and include scheduled or unscheduled recesses of variable lengths. Meetings may last more than six hours or less than 30 minutes.

The Services required of the Contractor will include, but may not be limited to:

### **1.1 Live Broadcast of Board Meetings**

1.1.1 Contractor will produce and provide a live broadcast of the Board Meetings, as well as other meetings and special events as directed by the County Project Administrator. To perform these services, Contractor will provide the personnel necessary to create a live video feed and video recording of the meetings. Contractor will be responsible for maintaining a video feed that is considered by industry professionals to be of broadcast quality and meets broadcast technical standards, in accordance with Federal Communication Commission standards. Contractor will provide a master video copy to broadcast station KLCS, or any other station selected to air the complete Board Meeting.

1.1.2 Contractor will operate, maintain, and repair all equipment used for the broadcast, and ensure that a fully-operational system is available at all times. Contractor will maintain equipment at optimum performance. Only County-owned equipment will be installed in the Video Control Room or

on County premises used by the Contractor, unless otherwise granted prior authorization in writing by the County Project Administrator. Contractor will record live meetings to various recording devices including video servers, video-tape, DVD and digital recorders as provided by the County. Contractor will provide preventive maintenance and repairs to the equipment at no additional cost to County. Contractor will coordinate repairs of equipment and systems on a timely basis under the direction and prior approval of the County Project Administrator. Maintain repair history and track the disposition of each device based on serial numbers and County identification tag numbers. In addition, Contractor may need to upgrade equipment during the course of this contract to meet the playback requirements of the recipient systems.

- 1.1.3 The Contractor will provide timely reports and updates regarding status and functional condition of the County equipment and technical systems to the County Project Administrator. The Contractor may propose additional equipment and systems that in its opinion will best meet the County's needs, when required and with sufficient notice to enable the County to consider other options, procure on its own, or direct another contractor to purchase such equipment. For equipment installations, Contractor will provide the County an installation schedule by week, outlining the major installation milestones. This weekly installation schedule should provide the County a clear understanding of how long it will take Contractor to install all required equipment and systems, prior to the commencement of providing televising and other related services to County.
- 1.1.4 Contractor will provide duplication on various formats, including DVD copies of the meeting, available immediately at the conclusion of the meeting. Contractor must be able to accommodate the duplication of DVDs and content in various multimedia formats. DVD and other digital media requirements may vary and may change from time to time in the course of this Contract. Contractor will provide, upon request, additional duplicate DVDs or tapes to fulfill public or media requests. Additional

duplicate DVDs or tapes will be available within a 24-hour turnaround time, unless otherwise mutually agreed to.

- 1.1.5 Contractor will be responsible for monitoring and ensuring live connectivity (currently a fiber TV1 line) of the broadcast of the Board Meetings, and other meetings and events as directed, to the television operating and data center known as the “Hollywood/AT&T Hub”, along with any other future County-designated distribution sites, to allow live transmission. Should Contractor's monitoring identify that connectivity has failed, Contractor will contact appropriate party to troubleshoot problem and reestablish connectivity.
- 1.1.6 Contractor will provide both routine and otherwise special post-production services by inserting opening graphics, closing graphics and trimming the non-meeting segments of the recordings, when necessary or as directed by the County Project Administrator.
- 1.1.7 Contractor will monitor and ensure live connectivity of the telephone call-in line service that receives incoming calls and provides audio monitoring of Board Meetings and other meetings in English and Spanish for the duration of each meeting.
- 1.1.8 Contractor will provide technical consultation and direction to County Project Administrator about the operations and equipment used for production, distribution, and duplication.
- 1.1.9 Contractor may be required to edit a Board Meeting broadcast pre-produced “program opening” and “program closing” onto the video before any duplication is performed.

## **1.2 Spanish Language Translation**

- 1.2.1 Contractor will produce and provide simultaneous Spanish language translation of the Board Meetings, using a minimum of two certified court interpreters, licensed by the Judicial Council of California, to ensure the highest level of accuracy



1.2.2 Contractor will ensure its certified court interpreters possess photo identification with an identification number as proof of possession of the required license.

1.2.3 Contractor will provide such services for other meetings and special events, as required.

### **1.3 Transcripts**

The County requires the highest level of accuracy for the preliminary and corrected transcripts. The final certified transcripts must be certified in the same manner that a transcript of a court trial is commonly certified.

1.3.1 Contractor will provide, within approximately one hour of the conclusion of each Board Meeting, a verbatim preliminary transcript of the Board Meeting using the closed captioning transcription. Contractor will send this transcript electronically, as a PDF file, to a County-provided distribution list and, as a Word file, to the Executive Office of the Board.

1.3.2 Contractor will provide electronic corrected transcripts of Board Meetings and corresponding searchable video segments on the County's website within 24 hours of the end of the meeting, to be replaced within ten (10) working days by a certified transcript. The program must be accessible by the most popular browsers that are searchable in electronic format by Mac and PC users

1.3.3 The persons creating the "corrected" and "certified" transcripts must be state-licensed certified shorthand reporters.

1.3.4 Contractor will provide such services for other meetings and special events, as required.

### **1.4 Closed Captioning**

1.4.1 Contractor will provide simultaneous professional real-time closed captioning of Board Meetings, using state-certified writers. Meeting participant names will be displayed within the closed captioning text.

- 1.4.2 The state-certified writers must be “certified shorthand reporters”, as well as “certified real-time reporters”, with certificates issued by the National Court Reporters Association, to ensure the highest level of accuracy.
- 1.4.3 Contractor will maintain a closed captioning reader board in the Board Room during the Board Meeting.
- 1.4.4 Contractor will provide such services for other meetings and special events, as required.

## **1.5 Graphics**

- 1.5.1 The Contractor will prepare, input and test graphic information before each meetings to ensure proper keying of graphics. Contractor will prepare graphics, including a description of each Board agenda item, prior to the Board Meeting and superimpose the graphics onscreen during the discussion of that item. Contractor will superimpose the names of speakers who will address the Board when they speak. Contractor will display onscreen how each Board member votes on non-consent agenda items. The content, fonts, colors, and other aspects of all graphics must be approved by the County Project Administrator, prior to display during a Board meeting.
- 1.5.2 Contractor will provide on-screen, scrolling display of agenda items, date, names and titles of regular Board Meeting participants and speakers names provided, and provide other announcements as directed by the Executive Officer, County Project Administrator, or their designees. County will provide a professional graphics system capable of producing a variety of fonts, color styles and animation, which the Contractor will operate and maintain. The Board Meeting agenda text information, which is available on the County’s website as a Word document in advance of each Board Meeting, will scroll at the bottom of the television screen. For the agenda items that are on the “Consent” portion of the Board Meeting agenda, typically only those items that are held for discussion by the Board or by the public during the Board Meeting will be scrolled. Meeting agendas are typically available the Thursday prior to the Board Meeting;

supplemental agenda items may be published the Friday prior to the Board Meeting. Special meeting agendas are available approximately 24 hours prior to the meeting.

- 1.5.3 It is anticipated that Contractor will prepare the on-screen text information in advance of each meeting. The information displayed will include the full agenda item description provided with the official County agenda document. An average Board meeting agenda may consist of between 50-150 agenda items.

All visual graphic items listed below will also be included:

- a. County seal
- b. Meeting date
- c. Name and title of Supervisor or regular speaker
- d. Announcement directing viewers to website address to obtain meeting agenda
- e. Announcement directing viewers to meeting room if they wish to attend the meeting
- f. Future announcements or other information, as required by the County

- 1.5.4 At the conclusion of the broadcast, all DVDs and other media will be labeled with the record date, disc or tape number in sequence, time code start of disc or tape, and time code end of disc or tape. After master media is labeled, media will be delivered to County Project Administrator and Executive Office, when directed.

- 1.5.5 Contractor will provide such services for other meetings and special events, as required.

## **1.6 Web Hosting/Streaming/Archiving**

- 1.6.1 Contractor will provide an Intranet and Internet video streaming solution ("webcasting management system", or "WMS") for live streaming and archiving (hosting) of Board Meetings. Board Meetings will be archived for the duration of this contract. The streaming and archive solution used

by the Contractor must be capable of searching archived video content by words contained within the Board Meeting agenda document, or the closed captioning text. The County shall be the sole owner of the content and media archived, including but not limited to streaming or distributed content. Contractor will not restrict access to the streaming media archive at anytime. The archive will be maintained to enable the County to transfer all or any portion of the archived media to a new medium or streaming platform, within a reasonable timeframe and cost, upon request of the County.

1.6.2 Contractor will coordinate with County Information Technology staff to provide an internal video feed accessible to County employees that reduces bandwidth demands as they view live Board meetings, other meetings or special events.

1.6.3 **Department Media Hosting:**

Contractor will host the County's multimedia content and provide the County with unlimited storage capacity. Contractor will provide sufficient bandwidth to meet all user demand and shall monitor bandwidth to ensure sufficient capacity is allocated. Contractor will provide administrator rights to the County that will allow the County to copy, record, and publish files such as: Microsoft Windows Media Video, Adobe Flash and Quicktime files. At the County's request, Contractor will provide additional usernames and passwords so that multiple County users can upload and maintain multimedia content for their websites. Designated County users on an on-going basis shall upload and maintain desired multimedia content located on the host server.

1.6.4 General Functionality

The Contractor will provide and support a solution that meets the functionality herein, or is substantially similar in functionality as is agreed upon by the County Project Administrator:

- Unlimited Storage
- Unlimited Viewers and Distribution
- Unlimited Backups

- Unlimited Systems monitoring
- Unlimited 24x7 technical support

1.6.5 The webcasting management system will be available via any standard web browser and all necessary encoding hardware will be fully managed by the Contractor.

1.6.6 The WMS will be able to encode in all of the following file formats at a minimum: Windows Media Format, H.264, mp4, and mp3 audio, including the capability for on-demand streaming to popular mobile devices.

1.6.7 The WMS will allow for live rewind/fast forward and the ability to “clip” certain segments of the video to download embed or publish to alternate websites.

1.6.8 The WMS will include the ability to share video to social media grid.

1.6.9 Online and Mobile Distribution

The WMS will include a fully integrated public record where the associated documents (agendas, minutes, staff reports, etc.) are published and cross-linked alongside the streaming video.

The WMS will be fully keyword-searchable and users will be able to drill down to any level of public information; searching through the meeting videos, closed captions, agenda, minutes, resolutions, etc. with advanced filters for data range, data type, etc.

The WMS will include a Native iPad Application to download and review the most recent agenda prior to and during a meeting.

1.6.10 System Analytics and Reporting

The WMS will include graphical reporting capabilities and analytics, which will be continuously maintained and provided upon request.

1.6.11 Contractor will deploy a new WMS, replacing the existing one, as outlined in Attachment 2, Statement of Work - Attachments.

**1.7 Special Event Coverage**

Contractor will provide crew, regular services and produce and provide video coverage of meetings and special events held in the Board Hearing Room, upon request of the County. All such coverage of special events or meetings will be directed or approved by the County Project Administrator in advance and prior to rendering any services.

### **1.8 Remote Productions**

Contractor will provide on-location television production, upon request of the County. All such coverage of remote productions will be directed or approved by the County Project Administrator in advance and prior to rendering any services.

### **1.9 Production Services to Other County Departments**

Contractor will provide, from time to time, and at the request of County Project Administrator, professional production services to other County departments using the same systems used for Board Meetings or other equipment, as required. The content of these other videos may include internal training or special meetings, as requested by the County Project Administrator.

### **1.10 Quality**

All video will be broadcast quality in terms of a clear video image, correctness of color and brightness level, clear audio signal and meet all other broadcast technical standards. The video feed, graphics and all production elements will be produced to the satisfaction of the County.

Contractor will maintain all equipment and systems in professional working order to provide extremely reliable service.

### **1.11 Cabling**

As needed and approved by County Project Administrator, Contractor will install and be responsible for all cables needed to facilitate video production of Board meetings, other meetings and special events. Cables will be installed in a manner that is safe, does not impede access to the Board Hearing Room or create a fire code or other code violation. Contractor must get prior approval from County Project Administrator to change, add, or delete equipment or system configurations. Contractor will amend County-provided system configuration diagrams to ensure accurate documentation.

## **2.0 SCHEDULED MEETINGS AND ADDITIONAL SPECIFIC TASKS AND/OR WORK HOURS**

The Board of Supervisors is typically scheduled to meet every Tuesday, except holidays, in the Board Hearing Room at the Kenneth Hahn Hall of Administration, 500 W. Temple Street, Room 393, Los Angeles, CA 90012. Generally, the meetings are scheduled to begin at 9:30 AM and last between two (2) and six (6) hours. Following a Monday holiday, Tuesday meetings begin at 1:00 PM. The Board holds budget hearings generally in May and June, which will add between one (1) and four (4) additional meetings. Meetings may be cancelled for lack of a quorum or during holiday weeks. Meetings are not held on state or federal election days, but will be held on the Wednesday following a Tuesday election day.

The County will notify the Contractor of the schedule of the meetings of the Board, including any additions or cancellations of regularly scheduled meetings. The County Project Administrator will notify the contractor by either e-mail or phone of any additional production services that may be needed, including but not limited to, press conferences, public service announcements, special events and other.

## **3.0 QUALITY CONTROL**

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service and accuracy throughout the term of the Contract. The Plan will be submitted to the County Project Administrator for review within thirty (30) days of contract effective date, and annually thereafter unless otherwise directed by County Project Administrator. The plan will include, but may not be limited to the following:

- 3.1 Method and frequency of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.



#### **4.0 QUALITY ASSURANCE PLAN**

- 4.1 The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies, not corrected, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

- 4.2 In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

##### **COUNTY**

##### **5.1 Personnel**

The County will administer the Contract according to Paragraph 6.0 - Administration of Contract. Specific duties will include:

- 5.1.1. Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments.

## **5.2     Furnished Items**

County will supply Contractor with the following:

- a. Access to the County's television control room, as needed to provide contract services.
- b. Access to the Board Hearing Room as agreed before and after the meeting.
- c. Audio feed from County audio equipment.
- d. Technical assistance from CEO/Multimedia regarding audio system.
- e. Yearly calendar of all scheduled Board of Supervisors meetings. Special meetings will not be included in this schedule.
- f. Agenda and names of key participants for graphic and character generation.
- g. Operational rules for video coverage of Board meetings. (Example: Only person speaking, no editing, no reaction shots, must be gavel-to-gavel).
- h. Electricity to power equipment.
- i. Telephone lines and Internet access, as needed.
- j. A single IT point of contact for all high level webcasting management issues.
- k. A listing of IT staff, including land line and cell phone numbers, and staff schedules.

**Note: Contractor will identify any other needs for County-furnished equipment, materials, facilities, or County support that will be necessary to operate or provide services under this Contract. The County reserves the right to accept or reject any and all requests for County-supplied items and assistance. No alterations or improvements will commence without prior approval by the County Project Administrator.**

## **CONTRACTOR**

### **5.3     Project Manager**

- 5.3.1 Contractor will provide a Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor will provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

5.3.2 Project Manager will act as a central point of contact with the County. Project Manager will demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

5.3.3 Project Manager/alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.

#### **5.4 Personnel**

5.4.1 Contractor will assign a sufficient number of skilled, trained, and as applicable, certified employees to perform the required work.

5.4.2 The County may require the Contractor, at Contractor's expense, to conduct background security checks on Contractor's employees.

#### **5.5 Materials and Equipment Maintenance**

The Contractor will be responsible for routine maintenance and repair of the equipment, as well as for obtaining routine supplies. Routine maintenance will be performed by the Contractor, with the cost being included in the Contract rates set in Exhibit B, Pricing Schedule, to the Contract. The Contractor will obtain written authorization from the County Project Administrator prior to making any repairs or equipment purchases. The Contractor will make recommendations regarding type of equipment and services, but will receive no compensation or commission for such purchases, without prior approval from the County Project Administrator. Contract will use materials and equipment that are safe for the environment and for use by the employees. The Contractor will be reimbursed by the County for the actual cost of supplies, repairs, and emergency equipment purchases subject to prior approval and acceptable documentation.

## **5.6 Training**

- 5.6.1 Contractor will ensure that its staff has sufficient and continuing training.
- 5.6.2 All employees will be trained in their assigned tasks and in the safe handling of equipment. All equipment will be checked weekly for safety. All employees must wear safety and protective gear according to OSHA standards, where applicable.
- 5.6.3 County may require Contractor to include County-designated personnel to participate in training.

## **5.7 Contractor's Office**

Contractor will maintain an office in the Contractor's name where Contractor conducts business and where inquiries and complaints can be received about the Contractor's performance of the Contract. When the office is closed, alternate means of communicating with Contractor must be provided to callers, such as voicemail, answering service or e-mail.

The Contractor will respond to calls or e-mails in a timely manner.

## **6.0 HOURS/DAY OF WORK**

The Contractor must be available to work the hours and days as necessary to provide the deliverables and otherwise fulfill the terms described in Section 1.0, Scope of Work. Contractors usually do not work on County-recognized holidays. County will provide a list of County-recognized holidays.

## **7.0 WORK SCHEDULES**

- 7.1 Contractor will submit for review and approval a work schedule to the County Project Administrator within ten (10) days prior to starting work. Said work schedules will be set on an annual calendar basis identifying all the required on-going maintenance tasks and task frequencies. The schedules will list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 7.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the County Project Administrator for review and approval within five (5) working days prior to scheduled time for work.

## **8.0 UNSCHEDULED WORK**

- 8.1 The County Project Administrator may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any unscheduled work, the Contractor will prepare and submit a written description of the work with an estimate of labor and materials, and an estimated timetable to complete the work, to the County Project Administrator for approval.
- 8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor will immediately contact the County Project Administrator with a recommendation to remediate the condition. Contractor must receive approval from the County Project Administrator before beginning any related work.
- 8.4 The County reserves the right to perform unscheduled work itself or assign the work to another contractor.

## Table of Contents - Approach

---

### GovTV's Approach to Providing Required Services

- 1) *Key Principles*
- 2) *Broadcast Preparation*
- 3) *Equipment Maintenance and Repairs*
- 4) *Live Transmission*
- 5) *Spanish Language Translation*
- 6) *Closed Captioning Services*
- 7) *Searchable Transcripts*
- 8) *Graphics*
- 9) *Special Meetings*
- 10) *GovTV's Staffing Plan for L.A. County*
- 11) *Remote Productions*
- 12) *Video Quality*
- 13) *Web Hosting/Streaming/Archiving*
- 14) *Cabling*
- 15) *Production Services to Other County Departments*

## Moving Forward With GovTV & Granicus---

### Highlights of GovTV's Approach/Methodology

Moving forward, Bruce Arditte will <u>"manage and deliver" stable and reliable broadcast and related services</u> , without risk/failure of broadcast, captioning and Spanish translation, meeting transcripts including the Certified Transcript, or other broadcast or related services.	✓
Webhosting, streaming and archiving systems will be deployed and operated by GovTV and Granicus.	✓
County's existing BOS archive will be migrated by GovTV and Granicus with zero County expense.	✓
GovTV and Granicus successfully migrated a Pictron video archive to the Granicus solution in Orange County, CA. This unique experience in Orange County, ensures Los Angeles County a successful migration outcome.	✓
<u>Provide Ipad compatibility, and all other requirements of WMS</u> with Granicus leading edge solution.	✓
<u>Maintain current quality level</u> of Meeting Transcripts including Certified Transcripts. (nearly 1,500 BOS transcripts produced to date!)	✓
<u>Expanded staff</u> will include two on-site operational engineers for all services, and two rotating system operators, providing County the highest level of service reliability and quality control.	✓
<u>Online maintenance and equipment tracking</u> system will provide County 24/7 access to information.	✓
<u>Quality control plan that tracks 53 weekly deliverables</u> to County and integrates human monitoring of deliverables by contract manager and operational staff, with online "deliverable tracking" and "quality control" convenience, provided to County Project Administrator and staff.	✓
<u>Four rotating Spanish Translators</u> , provides County fully redundant staffing. GovTV Translation studio and GovTV audio equipment provides cost effective solution to Spanish translation services to County.	✓

## Contractor's Approach to Provide Required Services

### Executive Summary Detail—GovTV Approach

Moving forward with broadcast and related services success, GovTV will be build and improve upon our knowledge and experience providing expert services to the County. Our long record of success is shaped by principles that guide our approach to meeting the needs of the County Project Administrator, The Board of Supervisors and other County stakeholders.

### 1) Key Principles That Guide GovTV's Approach:

#### Agility in meeting County's needs

GovTV and staff will work to refine systems that provide County agility to make changes at the last minute, adapt to last minute requests from various County stakeholders, and present County with other opportunities to be agile.

#### Coordinated approach with County

GovTV and staff will work in a coordinated manner with County family to accomplish defined County objectives.

#### Maximize existing resources and expertise

GovTV and staff will work to "get the most" out of the County's new investments in control room systems.

#### Provide County flexibility and control

GovTV and staff will operate and manage broadcast and related services to provide County maximum flexibility and control.

#### Maintain service excellence

It has always been our pleasure to provide broadcast and related services to the County.

#### Perform with time efficiency

GovTV and staff work in an environment with a ticking clock. The broadcast is live with little room for error. However, we must always work to improve our ability to save time and improve time efficiency.

#### Deliver cost-effectiveness

GovTV and staff will work to provide maximum return on our County's investments. Providing more services with fewer resources has become a mantra in today's new economy.



*GovTV will expand operational staff and build upon expertise of experienced team members to provide County expert and stable services.*



*GovTV services are shaped by key principles which provide a successful "approach guideline" for all that we do.*



*GovTV's record of success is largely due to "clear direction" provided by the County Project Administrator, and GovTV operating principles which guide our path to providing services to the County and other governments.*



## KEY PRINCIPLE - AGILITY

GovTV has demonstrated its professional agility in meeting the board of supervisors' needs over time.

As technology has evolved, so too has the list of additional related services GovTV has provided to the County. GovTV's deployment and successful integration of many "additional related services" demonstrates GovTV's agility to evolve with changing technologies.

GovTV's professional agility has been demonstrated, time and time again, as the County has directed GovTV to deploy and integrate additional related services into its weekly suite of services provided to the County.



*GovTV will expand operational staff and build upon expertise of experienced team members to provide County expert and stable services.*

## AGILE RESPONSE THROUGH INNOVATION

In addition to the core GovTV service of creating the Board Meeting video feed, the Board of Supervisors has directed GovTV to provide additional related broadcast services. Our ability to expand our suite of services upon County request and direction demonstrates our agile ability to innovate and quickly respond to the County's needs.

- Closed-Captioning
- Preliminary Transcript
- Corrected Transcript
- Certified Transcript
- Spanish Translation
- Boardroom Captioning Display Boards
- Large Screen Monitors in Boardroom
- Distribution of Board Broadcast to Hollywood Hub
- Telephone Call-In and Conference-Call System for Audio Monitoring
- Video-Transcript Board Meeting Archive
- On-Screen Broadcast Graphics
- Statement of Proceeding Video and Audio Links
- Boardroom Television Lighting Enhancement
- Broadcast System and Equipment Upgrades
- Board Meeting Broadcast Opening Overview Video



*GovTV has provided the County many custom and innovative solutions to meet the County's specialized needs.*

## KEY PRINCIPLE - RESPONSIVENESS

GovTV has been responsive in meeting the Board of Supervisors' needs over time.

When the Board of Supervisors was looking at options to improve communication with County departments and improve information flow with the news media, GovTV was responsive to the County's needs and deployed the "Preliminary Transcript" service. When the Executive Office requested the Board Meeting broadcast originate from a second district location, with less than two weeks advance notice, GovTV was responsive and successfully managed a rapid deployment to broadcast the Board Meeting off-site.



*GovTV expert staff and crew maintain quality while providing responsiveness to meeting County's needs.*

## KEY PRINCIPLE – COORDINATION

GovTV has demonstrated a coordinated approach in providing broadcast and related services to the County.

### COORDINATED APPROACH - WITH COUNTY STAFF

A coordinated effort is required by GovTV and County Staff each week to provide successful services to the Board of Supervisors. Several services that originate with GovTV are "handed off" in a coordinated manner to County staff.

The video broadcast itself originates within the control-room. However, the video feed would be silent without the successful integration of audio that is provided by County Staff. County Staff is highly experienced and expert at managing boardroom microphones and remote audio from Lancaster each and every week. County Staff has many responsibilities for each Board Meeting, some of which must be coordinated with GovTV. While GovTV is responsible for creating the actual video broadcast itself, County Staff has immediate responsibility for live webcasting and distribution of the video feed throughout the Hall of Administration.



*GovTV contract manager also functions as a project manager to coordinate with GovTV team members and multiple levels of County staff to provide highly integrated services each week.*

### COORDINATED APPROACH - SUPPORTS LANCASTER VIDEO FEED

An example of a highly coordinated and successful effort between GovTV and County Staff is the remote broadcasting that originates from Lancaster.

County Staff is responsible for providing GovTV a video feed from Lancaster. GovTV integrates this video feed into board broadcast. Additionally, the County provides speaker names to GovTV of members of the public signed up to speak from Lancaster. GovTV is responsible for taking these speaker names and then creating and integrating speaker name graphics into the Board broadcast.

### **COORDINATED APPROACH - BY GOVTV TEAM MEMBERS**

A coordinated approach is also a key principle between GovTV team members in successfully providing weekly services to the Board of Supervisors.

All GovTV team members must work together in a highly coordinated manner to achieve weekly operational success on behalf of our County client. GovTV engineering must integrate captioning and Spanish language technology systems to provide both services successfully. Spanish language translators and captioners are off-site and provide their services remotely. GovTV team members must coordinate efforts to get both on-site and off-site systems operating successfully.

### **COORDINATED APPROACH - WITH EXECUTIVE OFFICE**

A coordinated approach is also required between GovTV and the Executive Office each week to provide successful services to the Board of Supervisors.

GovTV is responsible for delivering the Executive Office the "Corrected Transcript" and the Certified Transcript for each Board Meeting.

However, it is the responsibility of the Executive Office to upload both of these documents to the County's website. Additionally, GovTV provides the Executive Office a list of video and audio links (URLs) that Executive Office staff integrates within the Statement of Proceedings (SOP) each week.



*GovTV coordinates with CEO audio staff specialists and Executive Office staff to provide weekly services.*



*GovTV coordinates with Executive office for email lists of speaker names to be included within broadcast.*

*GovTV provides the Executive Office with URL's of video segments that the Executive Office includes will expand operational staff and build upon expertise of experienced team members to provide County expert and stable services.*

## KEY PRINCIPLE - COST EFFECTIVE SOLUTIONS

GovTV provides the Board of Supervisors expert and professional broadcast and related services that reduce County cost.

When directed by the Board of Supervisors to identify on-screen all members of the public when possible, GovTV deployed an automated graphic system. Currently in service and successful for many years now, this system takes a word document list that is emailed to GovTV from Executive Office staff, and creates on-screen graphics that include speaker names and titles. In many control rooms, a dedicated person has been required to integrate on-screen graphics into the broadcast. This traditional approach would have increased County cost. However, this automated solution, designed and deployed by GovTV, has provided an important service without additional staff and without additional weekly operational cost to the County.



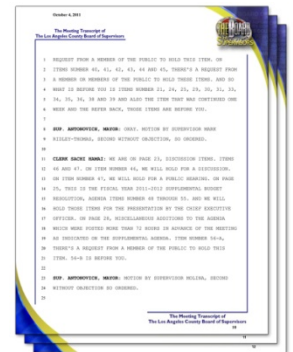
*GovTV solutions are cost effective and provide County reduced cost compared to alternative comparable solutions. The Certified Transcript service alone, has saved the County nearly \$252,000 compared to previous County procurement methods.*

## COST EFFECTIVE SOLUTION - CERTIFIED TRANSCRIPTS

When directed by the Board of Supervisors to provide "Certified Transcripts" of each Board Meeting, GovTV developed a highly integrated transcript solution that would reduce County cost significantly.

Before deployment of GovTV's Certified Transcript service, the Executive Office would incur an average cost of \$630 (\$4.50/page) for and average length Board Meeting Certified Transcript. The current County cost is \$125 for this same service; a savings in this example of 80%.

On a yearly basis, GovTV's Certified Transcript service saves the County approximately \$25,250 compared to previous County procurement methods. Since deployment of this service in 2003, this solution has saved the County approximately \$252,500.



*GovTV reduces County cost approximately \$25,000 per year with current Certified Transcript services.*

**KEY PRINCIPLE - CONTROL SYSTEMS AND FLEXIBILITY**

GovTV provides the County the benefits of "Control Systems" and benefit of "Flexibility" for broadcasting and related services.

An example of a GovTV control system is the method in which we implement the scrolling agenda text within the broadcast video. GovTV staff does not type this text information, which could introduce errors, but rather "cuts and pastes" all agenda text information to prevent the possibility of errors.

Another example of a GovTV control system is our weekly method of testing all broadcast and related service systems. While GovTV has experienced a very occasional system failure, GovTV has produced nearly 1,000 Board broadcasts successfully.

An example of GovTV flexibility was recently demonstrated when the CEO's Office provided GovTV a list of speaker names for the CCJV event only moments before the broadcast. While communicating with captioners during an actual broadcast is difficult, GovTV maintains Instant Messenger communication with all captioners to be able to provide them "late breaking" information, such as speaker names and titles.



*GovTV provides services which are "Quality Control" checked by operational engineers and by GovTV contract manager.*



*GovTV has produced nearly 1,000 Board Meeting broadcasts.*



## KEY PRINCIPLE - BUILDING UPON EXISTING EXPERTISE AND RESOURCES - GRANICUS SOLUTIONS

GovTV will provide the County innovative and cost reducing Granicus solutions for web-streaming, archiving, and legislative management. Granicus services will be provided by the same long-term and dedicated GovTV staff that deployed and currently operates the original Pictron video-transcript service. The original internet service deployed in 2003 was custom designed by GovTV to meet the County's specifications. One year later in 2004, GovTV was provided the Arthur Gutenberg Award for deployment of this important County service.



*GovTV was provided a County award for "achievement" deploying and operating the current Webcasting Management Solution.*

## EXISTING EXPERTISE AND RESOURCES - EXPANDED

Since 2003, GovTV staff has worked with Granicus to provide streaming, archive, and media portal services to:

- The City of Los Angeles Department of Water and Power
- The County of Orange
- The City of San Juan Capistrano
- The City of Westlake Village
- The Bay Area Air Quality Management District

*GovTV and Granicus propose deploying and operating the next generation WMS for the County.*

## EXISTING OFF-SITE EXPERTISE AND RESOURCES - REDUCE COST

GovTV provides the County the expertise and resources of "Transcript Specialists" who provide services from our operations center in Newbury Park, CA. All three levels of weekly transcripts are created on GovTV computers, using GovTV software systems created by GovTV and operated by GovTV staff. This off-site capability is one of the ways that GovTV maintains its position as a cost effective service provider to the County.



*GovTV's deployment of the Granicus Webcasting Management Solution will reduce County cost compared to comparable alternatives, and provide leading edge benefits to the County and its residents.*

## KEY PRINCIPLE – REDUNDANT STAFFING

GovTV provides the County the expertise of redundant staff members to ensure trained personnel is available week after week to meet the County's needs for broadcasting and related services. GovTV's record of successful broadcasting and related services is a direct result of experienced and talented people GovTV has deployed to provide services. A key component to GovTV's success is its history of rotating staff. The objective here is to ensure it can provide experienced operational staff for each Board Meeting. After nearly 1,000 Board broadcasts and counting, GovTV's staff rotation plan has proven successful. GovTV has provided the County with 100% staff uptime and zero staff coverage failure.



*GovTV will provide two dedicated broadcast operational engineers and two rotating broadcast system operators. Maintaining expert staff levels and rotating staff is key to GovTV's long term ability to provide professional and reliable services.*

## KEY PRINCIPLE – QUALITY CONTROL OF SERVICES PROVIDED

GovTV provides the County the expertise and resources of "Transcript Specialists" who provide services from our operations center in Newbury Park, CA. All three levels of weekly transcripts are created on GovTV computers, using GovTV software systems created by GovTV and operated by GovTV staff. This off-site capability is one of the ways that GovTV maintains its position as a cost effective service provider to the County.



*GovTV has deployed custom solutions to meet the County's requirements.*

*Both the speaker display system and agenda display system represent custom innovations developed by GovTV to meet the special needs of government meetings.*

*Captioning Board Meetings is enhanced with GovTV's custom BOS "dynamic captioning dictionary" which contains the names, places, and special language of County government. This dictionary is added to with each and every Board Meeting and enables GovTV captioners to provide excellent and always improving services.*

## 2) Broadcast Preparation

### County Requirement:

1. *"Prepare equipment and crew for Live Broadcast of Board Meetings on a weekly basis, and as otherwise specified by the County Project Administrator."*

### GovTV Methodology/Approach:

Contract administrator Bruce Arditte reviews status of all equipment and crew, every Monday, prior to a Board Meeting broadcast. He and his operational staff follow a detailed checklist of "service deliverables" that GovTV is responsible for providing each week to the County.

GovTV has a successful record of providing expert broadcast staff that result in a professional television broadcast on KLCS, and expert transcript staff that results in the, "Official Transcript" of record; the Certified Transcript of Board Meetings. In addition, GovTV expert staff provides other related broadcast services, each and every week.

Bruce Arditte reviews GovTV weekly staffing to support services to the County. GovTV weekly staffing includes: operational engineer/director, operational engineer support/director, two captioners, two Spanish translators, two transcript transcribers, two transcript proof-readers, One Certified Short-Hand Reporter (C.S.R.), one maintenance/repair engineer, one transcript production specialist, and contract administrator.

GovTV is proud of our expert broadcast, transcript, captioning, Spanish translation, internet streaming and archive, and other GovTV team members who contribute to providing County services.



*GovTV performs pre-meeting testing of all broadcast systems every Monday to increase service reliability to County. From on-air graphic systems to camera controls, weekly testing and rapid resolution of technical problems has been, and will continue to be a hallmark of GovTV's approach.*



*GovTV contract manager coordinates a large number of GovTV staff specialists to provide expert broadcast, transcripts, captioning, Spanish translation, encoding, video indexing, Board Meeting Video archive, and other services.*



## Quality Control and Current Monitoring Methods of all Activities

GovTV will monitor "quality" of all deliverables, with human monitoring by contract manager, operation and repair engineers, and with online convenience. In addition to human observation by expert professionals, GovTV will deploy an online system that will provide the County Project Administrator and staff with 24/7 access to the status of all "GovTV deliverables," date and time of delivery, GovTV staff who provided the service, and who verified the "quality" of the service provided.

### Weekly Deliverables

*On the following pages are very precise deliverables and operating procedures monitored each week by GovTV. Monitoring these service deliverables ensures delivery and a verifiable quality level of service provided.*

ITEM#	DELIVERABLE	DAY OF WEEK	GOVTV STAFF	STAFF HOURS (approx.)	QUALITY CONTROL VERIFIED BY
<b>MONDAY PREPARATION</b>					
1	Perform Pre-meeting engineering review of all broadcast and related systems.	Monday	Operational Staff	1.0	Operational Staff Contract Manager
2	Create on-screen graphics of agenda item descriptions.	Monday	Operational Staff	2.0	Operational Staff Contract Manager
3.	Create on-screen graphics of possible speaker names of those identified with Supervisor presentations.	Monday	Operational Staff	.5	Operational Staff Contract Manager
4.	Review agenda document content with lead captioner.	Monday	Contract Manager	.5	Operational Staff Contract Manager
5.	Review agenda document content with lead Spanish Translator.	Monday	Contract Manager	.5	Operational Staff Contract Manager
			<b>TOTAL PREP HRS.</b>	<b>4.5</b>	

## Quality Control and Current Monitoring Methods of all Activities

ITEM#	DELIVERABLE	DAY OF WEEK	GOVTV STAFF	STAFF HOURS (approx.)	QUALITY CONTROL VERIFIED BY
<b>TUESDAY PREPARATION</b>					
6.	Perform Pre-meeting engineering review of all broadcast and related systems.	Tuesday	Operations Staff Engineering	1.0	Operational Staff Contract Manager
7.	Test and review agenda item graphics.	Tuesday	Operations Staff Engineering	.25	Operational Staff Contract Manager
8.	Test and review speaker name titles from agenda doc.	Tuesday	Operations Staff Engineering	.25	Operational Staff Contract Manager
9.	Test Boardroom on-air Supervisor voting system to confirm activation of on-screen graphics.	Tuesday	Operational Staff Engineering	.10	Operational Staff Contract Manager
10.	Power up Large Screen Video Monitors in Boardroom	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
11.	Power up Captioning Display Monitors in Boardroom	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
12.	Test large Screen Video Monitors and Captioning Display Monitors by playing previous meeting videotape.	Tuesday	Operational Staff Engineering	.10	Operational Staff Contract Manager
13.	Power up control room systems.	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
14.	Test all control room systems	Tuesday	Operational Staff Engineering	.50	Operational Staff Contract Manager
15.	Perform Live Test With Captioner	Tuesday	Operational Staff Engineering	.10	Operational Staff Contract Manager
16.	Perform Live Test with Spanish Translators	Tuesday	Operational Staff Engineering	.10	Operational Staff Contract Manager
17.	Prepare Live Encoding System For Broadcast	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
18.	Prepare Live Mpeg 3 Audio Recording For Broadcast	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
19.	Initiate Audio Monitoring Conference Call-In System	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager

## Quality Control and Current Monitoring Methods of all Activities

ITEM#	DELIVERABLE	DAY OF WEEK	GOVTV STAFF	STAFF HOURS (approx.)	QUALITY CONTROL VERIFIED BY
<b>TUESDAY PREPARATION CONTINUED</b>					
20.	Review Fiber Feeds For Successful Transmission	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
21.	Prepare Sony DVCAM Videotapes in Recorder & Start	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
22.	Prepare BetaSP Videotapes in Recorder & Start	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
23.	Review Remote Lancaster Feed Video	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
24.	Review and calibrate/adjust incoming County Audio	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
25.	Load Vinten Touch-Screen With Scrolling Agenda Items Graphics	Tuesday	Operational Staff Engineering	.10	Operational Staff Contract Manager
26.	Load Vinten Touch-Screen With Speaker Name Graphics	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
27.	Load Speaker Names Provided By County into GovTV SpeakerDisplay System	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
27.	Review and calibrate all camera visual control settings to match.	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
28.	Start internet encoding 5 minutes before meeting start.	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
29.	Start Mpeg3 recording 5 minutes before meeting start.	Tuesday	Operational Staff Engineering	.05	Operational Staff Contract Manager
30.	Remain in "Stand-by Position" until Meeting starts	Tuesday	Operational Staff Engineering System Operator Contract Manager	.10-.15	Operational Staff Contract Manager
			<b>TOTAL PREP HRS.</b>	<b>3.4</b>	

## Quality Control and Current Monitoring Methods of all Activities

ITEM#	DELIVERABLE	DAY OF WEEK	GOVTV STAFF	STAFF HOURS (approx.)	QUALITY CONTROL VERIFIED BY
<b>TUESDAY LIVE BROADCAST</b>					
31.	Control cameras and Direct During Opening Invocation & Flag Ceremony	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
32.	Integrate On-Screen Animated Supervisor Presentation Graphics	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
33.	Integrate Scrolling Agenda On-Screen Graphics As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
34.	Integrate Consent Calendar On-Screen Graphic As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
35.	Integrate Speaker Names On-Screen As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
36.	Integrate Lancaster Remote Video Feed As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
37.	Monitor SonyDVCAM Recording Videotape As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
38.	Monitor Betasp Recording Videotape As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
39.	Monitor Live Encoding As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager
40.	Monitor Live Mpeg3 Audio Recording As Needed	Tuesday	System Operator#1 Engineer #1 Engineer #2 Contract Manager	Live Broadcast	Operational Staff Contract Manager

## Quality Control and Current Monitoring Methods of all Activities

ITEM#	DELIVERABLE	DAY OF WEEK	GOVTV STAFF	STAFF HOURS (approx.)	QUALITY CONTROL VERIFIED BY
<b>TUESDAY/WEDNESDAY POST MEETING</b>					
41.	Confirm With Executive Office Release of Broadcast Staff	Tuesday	Contract Manager	.10	Operational Staff Contract Manager
42.	Receive Preliminary Transcript From GovTV	Tuesday	Engineer #1 Engineer #2	.50	Operational Staff Contract Manager
43.	Post Preliminary Transcript to County website	Tuesday	Engineer #1 Engineer #2	.25	Operational Staff Contract Manager
44.	Create DVD's Of Board Meeting	Tuesday	Engineer #1 Engineer #2	1.0	Operational Staff Contract Manager
45.	Correct Board Meeting Transcript Text	Tuesday PM	Transcriber #1 Transcriber #2	9.0 (est.)	Operational Staff Contract Manager
46.	Create index points of Board Meeting Video	Wednesday	Engineer #1 Engineer #2	2.0	Operational Staff Contract Manager
47.	Replace text file of encoded Board Meeting video with Corrected Transcript Text file.	Wednesday	Engineer #1 Engineer #2	.25	Operational Staff Contract Manager
48.	Upload Board Meeting Video with Corrected Text to County Board Meeting Archive.	Wednesday	Engineer #1 Engineer #2	.25	Operational Staff Contract Manager
49.	Prepare Broadcast Master Tapes For KLCS Playback. Edit program opening and closing onto program master.	Wednesday	Engineer #1 Engineer #2	.50	Operational Staff Contract Manager
50.	Prepare traffic instructions document for KLCS	Wednesday	Engineer #1 Engineer #2	.25	Operational Staff Contract Manager
51.	Deliver Program master to KLCS Master Control	Wednesday	Engineer #1 Engineer #2	.25	Operational Staff Contract Manager
52.	Deliver DVD's to County Project Administrator	Wednesday	Engineer #1 Engineer #2	.05	Operational Staff Contract Manager
53.	Power down all appropriate systems in control room.	Wednesday	Engineer #1 Engineer #2	.05	Operational Staff Contract Manager
			<b>TOTAL PREP HRS.</b>	<b>14.2</b>	

**County Requirement:**

2. *"Ensure equipment and systems are functional and fully operational at all times."*

**GovTV Methodology/Approach:**

Contract administrator Bruce Arditte reviews status of all County equipment and systems, and GovTV equipment and systems, during a weekly "pre-meeting" review with GovTV staff on Mondays. This is an on-site review of all County-owned systems by an operational engineer

On most occasions, all systems are working properly when tested on Mondays. However, if a system is not working properly, immediate steps are taken by the operational engineer to correct the problem.

If the problem cannot be resolved by the operational engineer, GovTV will, on most occasions, deploy a maintenance/repair engineer on Monday to make every effort to correct the problem before the Board Meeting broadcast on Tuesday. More often than not, technical issues will be resolved at this stage. If the issue is still not resolved, the County Project Administrator will be notified about further recommended action to be taken.

**Examples of Methodology/Approach**

During the past year the GovTV weekly technical review held on Mondays has encountered several technical problems, mostly due to aging County equipment and systems. Problems encountered included: focus control system not working properly, camera robotic head not working properly, failed camera power supplies, failed robotic head power supplies, and more than one camera failure.

All of these technical problems required that GovTV escalate the technical issue from the "operational engineer" to the "repair and maintenance engineer," to the County Project Administrator for review and direction.



*Bruce Arditte, works through a detailed checklist with operational engineer, captioners, and Spanish translators the day before each Board Meeting broadcast.*



*GovTV seeks direction from the County Project Administrator at Level Three of the issue escalation scale.*

*GovTV makes every effort to resolve technical issues before seeking direction from the County Project Administrator.*

**County Requirement:**

3. *"Provide recordings and copies using several video formats as specified in the Statement of work (SOW)."*

**GovTV Methodology/Approach:**

GovTV has maintained and operated a County-owned DVD duplication system. During this period, GovTV has created and provided multiple DVD's of each Board Meeting to the Office of Public Information, The Executive Office, and the Project Contract Administrator. GovTV is pleased to provide duplication services and support to whatever format is deployed by the County.

GovTV has also provided duplication of special televised or recorded events held in the Boardroom. DVD copies of these special events have included: swearing in ceremonies of Supervisors, training sessions for the County District Attorney, and most recently the Citizens Commission on Jail Violence.



*Duplication has been provided on many varying formats including: VHS SHVS, ½ inch, Betacam, and DVcam*

*GovTV has the experience to provide whatever duplication needs the County requires.*



*GovTV provides duplication for the Board of Supervisors and special televised events.*



### 3) Equipment Maintenance and Repairs

#### County Requirement:

4. *"Maintain equipment at optimum performance."*

#### GovTV Methodology/Approach:

GovTV's success of reliable expert broadcast service to the County is a direct result of a coordinated effort between the county project administrator and other County staff members. In addition, GovTV coordinates with the City of Santa Monica engineering staff and the TOC staff, as needed to ensure weekly transmission success.

GovTV's method of maintaining equipment and systems is the result of "four levels of quality control" and technical issue coordination.

- Level One: Operations engineer makes effort to resolve issue;
- Level Two: Repair engineer is dispatched to resolve issue;
- Level Three: Project Contract Administrator is consulted for decision;
- Level Four: Equipment/systems are provided to manufacturer for repair.

GovTV has long held the responsibility to ensure the successful operation of broadcast equipment and systems, for each Board Meeting broadcast. This will continue to be a weekly commitment to the County Project Administrator, and to the other stakeholders throughout the County.

GovTV operational engineering staff performs weekly routine equipment and systems maintenance, as needed. This is not only true for equipment with moving parts, but also computer systems. When technical problems arise that cannot be resolved by GovTV operational engineering staff, GovTV repair engineering staff can be deployed. Depending on the level of urgency, this deployment can occur within a matter of hours or days.



*GovTV coordinates with County staff, Project Administrator, Santa Monica engineering staff, and TOC staff to ensure successful transmission.*



*GovTV operational and repair engineers have the weekly responsibility to ensure that every effort is made to ensure operational success of the Board Meeting broadcast.*

*GovTV operational and repair staff attempt to resolve all technical issues before seeking direction from County Project Administrator.*



## County Requirement:

5. *"Coordinate repairs of equipment and systems on a timely basis."*

## GovTV Methodology/Approach:

GovTV's method of maintaining equipment and systems is the result of "four levels of quality control" and technical issue coordination.

## Technical Issue Escalation Scale

1. Level One: Operations engineer makes effort to resolve issue;
2. Level Two: Repair engineer is dispatched to resolve issue;
3. **Level Three: Project Contract Administrator is consulted for decision;**
4. Level Four: Equipment/systems are provided to manufacturer for repair.

## Commitment to Weekly Operational Success

GovTV has long held the responsibility to ensure the successful operation of broadcast equipment and systems, for each Board Meeting broadcast. This has been, and will continue to be, a weekly commitment to the County Project Administrator, and to the other stakeholders throughout the County.

## Online Preventative Maintenance /Asset Management System

GovTV has worked to provide the County Contract Administrator with timely information about current technical issues related to County-owned equipment and systems. However, we can always do better. We propose providing the County with an online "preventative maintenance" software system that will provide current information about maintenance of all County-owned equipment. When completed, this online preventative maintenance system, hosted and maintained by GovTV, will provide GovTV operational engineering staff and County Project Administrator with a precise calendar of preventative maintenance, description of work to be done, and when and who, performed the required task.



*GovTV seeks direction from the County Project Administrator at Level Three of the issue escalation scale. GovTV makes every effort to resolve technical issues before seeking direction from the County Project Administrator.*



*GovTV and engineers demonstrate their commitment each week to provide reliable and expert engineering support of the broadcast and related services.*

**County Requirement:**

6. *"Maintain repair history and track the disposition of each device based on serial numbers and County identification tag numbers."*

**Online Maintenance & Asset Management Software System**

While a standard document may meet some requirements of equipment management, we can always do better. We propose providing the County with an online "maintenance software system" that will provide current information about County equipment assets including: maintenance, repair history, and disposition of all County-owned equipment. The entire system will be hosted, maintained, and operated by GovTV, but accessible 24/7 by County staff. All equipment will be readily searchable by equipment serial numbers and by County identification tag numbers.

**County Requirement:**

7. *"Coordinate approval of repair estimates with the County."*

**GovTV Methodology/Approach:**

GovTV obtains direction and approval for repairs for County-owned equipment and systems, as noted in Level Three below. Contract Manager, Bruce Arditte seeks direction and approval for repair from County Project Administrator.

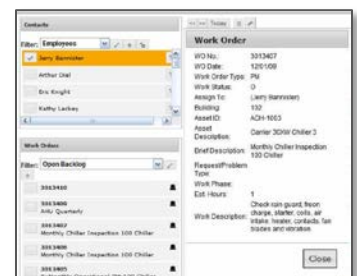
- Level One: Operations engineer makes effort to resolve issue;  
 Level Two: Repair engineer is dispatched to resolve issue;  
**Level Three: Project Contract Administrator is consulted for decision;**  
 Level Four: Equipment/systems are provided to manufacturer for repair.

**Examples of Level Three—Coordination of Repair Estimates**

Most recently, GovTV has sought direction and repair approval from the County Project Administrator for repairing Sony cameras, repairing Vinten robotic camera heads, repairing Vinten focus control systems. Additionally, GovTV has sought and the County Project Administrator has provided approval for replacing camera power supplies, cameras themselves, and robotic head power supplies. As has been customary, GovTV has purchased these items on behalf of the County.



*We propose providing the County with an online "maintenance software system" that will provide County Project Administrator and staff with detailed information about County equipment, including maintenance records, product serial numbers, and County ID numbers. This service will be hosted by GovTV and available to the County 24/7.*



*GovTV operational engineer and repair engineers attempt to resolve technical issues during Level One and Level Two of the Technical Issues Escalation Scale. GovTV contract manager will report technical issue to Project Administrator in Level Three.*

*With newly deployed online Maintenance system, Project Administrator and staff will easily be able to track County equipment online to review its maintenance history, disposition, product serial number and County ID number.*

## 4) Live Transmission

### County Requirement:

8. *"Ensure live transmission to designated destinations."*

### GovTV Methodology/Approach:

The Board Meeting broadcast video and or broadcast audio is distributed live on Tuesday along (10) distribution paths. GovTV coordinates with County Project Administrator and other County staff to ensure successful distribution.

### Distribution Paths

- 1) Live television via the Santa Monica fiber feed;
- 2) TOC fiber feed;
- 3) Internet;
- 4) Intranet;
- 5) County website;
- 6) HOA audio system;
- 7) HOA video system;
- 8) Telephone call-in system in English;
- 9) Telephone call-in system in Spanish;
- 9) Telephone conference system in English;
- 10) Telephone conference system in Spanish;

GovTV staff is experienced and expert at coordinating with Project Administrator and County staff to ensure that live video and audio transmissions successfully reach their destinations.



*GovTV confirms transmission along critical distribution paths as part of monitoring all activities.*



*GovTV is directly responsible for six of the ten distribution paths notes.*

**County Requirement:**

9. *"Provide reports and updates regarding status and functional condition of the County equipment and technical systems to the County Project Administrator."*

**GovTV Methodology/Approach:**

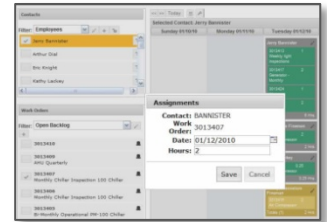
As expert as GovTV staff is at providing broadcast and related services to the County, they can certainly do better at providing the County Project Administrator with reports, and current status updates on County-owned equipment and systems. Moving forward, it is GovTV's intention to provide the County Project Administrator with an easy to use, online equipment maintenance and equipment tracking system. From any county desktop, users will be able to display all deployed County equipment, equipment serial numbers, County ID numbers, current maintenance status of equipment, and current disposition of equipment.

**Online Maintenance & Asset Management Software System**

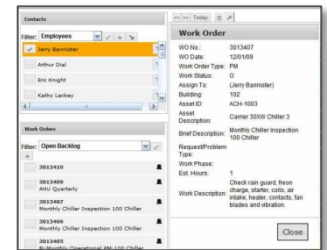
While a standard document may meet some requirements of equipment management, we can always do better. We propose providing the County with an online "maintenance software system" that will provide current information about County equipment assets including: maintenance, repair history, and disposition of all County-owned equipment. The entire system will be hosted, maintained, and operated by GovTV, but accessible 24/7 by County staff. All equipment will be readily searchable by equipment serial numbers and by County identification tag numbers.

**Online Preventative Maintenance System**

GovTV has worked to provide the County Contract Administrator with timely information about current technical issues related to County-owned equipment and systems. However, we can always do better. We propose providing the County with an online "preventative maintenance" software system that will provide current information about maintenance of all County-owned equipment. When completed, this online preventative maintenance system, hosted and maintained by GovTV, will provide GovTV operational engineering staff and County Project Administrator with a precise calendar of preventative maintenance, description of work to be done, and when and who, performed the required task.



GovTV proposes deploying an online equipment maintenance system that will provide County immediate access to vital information about County equipment.



An online maintenance system deployed by GovTV will increase County efficiencies by providing information 24/7 and also support improved decision-making related to all County equipment and systems.



The County and GovTV will experience improved efficiencies with an online maintenance system proposed and deployed by GovTV. Engineers will have important background information about equipment, and County will have maintenance record, product serial number, and County ID#. County Project Administrator decision-making will have benefit of comprehensive equipment information available 24/7.

## 5) Spanish Language Translation

### County Requirement:

10. *"Maintain audio transmission to telephone bank to accommodate incoming calls in both Spanish and English."*

### GovTV Methodology/Approach:

GovTV successfully operates two types of telephone audio monitoring systems for the County. The legacy system installed over ten years ago requires dedicated phone lines within the video control room. The newer system is a "conference call" system which has a large user capacity. Both legacy and teleconference system provides the user an English or Spanish audio option.

GovTV operational engineer initiates the telephone bank call-in system and confirms that program audio from Board Meeting is provided at the proper audio level. As with all services provided to the County, The GovTV contract manager personally inspects the proper delivery of each service.

### County Requirement:

11. *"Provide simultaneous Spanish language translation of the Board meetings, using a minimum of two state certified translators."*

### GovTV Methodology/Approach:

GovTV maintains and rotates four Spanish translators through the two person team that is required to provide simultaneous Spanish Translation of Board Meetings. Bruce Arditte, GovTV contract manager, reviews the Board Meeting agenda document with Lead Translator, Esther Hermida on Mondays. This review is helpful to translators who prepare themselves for each Board Meeting by "pre-translating" key words or ideas that are contained within the agenda document.

On the next page is background information and certification information of the four Spanish translators who rotate providing Spanish translation of Board Meetings.



GovTV maintains a team of four Spanish translators who rotate weekly to provide translation services for Board Meetings.

GovTV monitors and mixes the Spanish audio with the English audio of Board Meetings to create the final translation audio.



GovTV contract manager Bruce Arditte reviews the content of each Board Meeting agenda document with the Lead Spanish translator 24 hours before each Board Meeting. This advance preparation is important and supports the objective of providing high quality simultaneous Spanish translation.

## Spanish Translators - Credentials

### **Carlos Radillo**

Is a native of Mexico but spent his childhood in Michigan. Began interpreting in 2004 in Seattle after becoming WA state court certified. Was certified to interpret in Federal Court in 2005, and in 2007 was certified by the Judicial Council of California.

### **Esther Hermida**

Born in Cuba and raised in the US. Became a certified interpreter by the Judicial Council of CA in 1993. Federally certified in 2003.

### **Estela Moll**

Originally from Argentina. Attended American Schools where English and Spanish were taught simultaneously. Got a degree in translation from the Universidad de Cordoba, Argentina. Came to US and became certified by CA courts in 1993. Certified by the Federal court in 1999.

### **Jesus Rivera**

Born near Mex/US border. Attended both schools in Mexico and the US. A journalist by profession became an interpreter in 2007 and federally certified in 2009.



## 6) Closed Captioning Services

### County Requirement:

12. *"Provide and maintain real-time closed captioning services using certified caption writers."*

### GovTV Methodology/Approach:

GovTV manages the captioning services in a similar way it provides Spanish translation services for Board Meetings.

GovTV maintains and rotates four captioners through the two person team that is required to provide simultaneous Spanish Translation of Board Meetings. Bruce Arditte, GovTV contract manager, reviews the Board Meeting agenda document with Lead Captioner, Kathy Cortopassi on Mondays. This review is helpful to captioners who must prepare themselves for each Board Meeting by creating a list of special words they anticipate will be used during the Board Meeting.

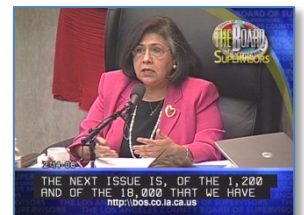
This detailed review of Board Meeting agenda documents between the contract manager and lead captioners is an important of GovTV providing a "premium level" of captioning. Because meeting transcripts are created from the captioning text, it is very important to begin the process with the highest quality captioning possible. Many broadcasters approach captioning as integrating a commodity into their broadcast. GovTV's approach is not about providing the minimum quality level to meet local TV station standards, but about providing a very high level of captioning that is highly accurate, contains speaker names, and can form the foundation for the meeting transcripts that follow; Preliminary Transcript, Corrected Transcript, and the Certified Transcript.

On the next page is certification information of the four captioners who rotate each week providing captioning services of Board Meetings.



GovTV contract manager Bruce Arditte reviews the content of each Board Meeting agenda document with the Lead captioner 24 hours before each Board Meeting.

*This advance preparation by captioners is important and supports the objective of providing high quality captioning during Board Meetings, and supports the transformation of the captioning into three levels of meeting transcripts; Preliminary Transcript, Corrected Transcript, and The Certified Transcript.*



GovTV premium captioning is displayed within the Boardroom on display boards, on the Supervisor consoles, within the webcast, and within the broadcast feed to the TOC and Santa Monica.

## Certified Captioners - Credentials

**Kimberly Potts:**

RPR - Registered Professional Reporter

CRR - Certified Realtime Reporter

CBC - Certified Broadcast Captioner

**Diane J. Humphrey:**

RPR - Registered Professional Reporter

CRR - Certified Realtime Reporter

CBC - Certified Broadcast Captioner

**Denise Nardulli:**

RPR - Registered Professional Reporter

CRR - Certified Realtime Reporter

CBC - Certified Broadcast Captioner

**Kathy Cortopassi:**

RPR - Registered Professional Reporter

CRR - Certified Realtime Reporter

CBC - Certified Broadcast Captioner



**County Requirement:**

13. "Maintain and monitor performance of the closed caption reader board located in the Board room."

**GovTV Methodology/Approach:**

GovTV operational and engineering staff ensure that the captioning reader board is reliably working during Board Meetings. As with every GovTV service deliverable to the County, this service is reviewed and checked before every Board Meeting.

GovTV has developed rapid solutions for addressing any technical issues with this system which has been very reliable and stable for many years. GovTV has developed remote control systems that enable staff to power cycle both captioning display boards when needed.



GovTV checks and reviews the Boardroom captioning reader board prior to each Board Meeting. It has been a stable and reliable service/product for several years and has experienced very few outages. GovTV has developed solutions to address any occasional outage that may occur with this system.



GovTV monitors the Boardroom captioning reader board for successful operations prior to each Board broadcast. This is specialized equipment designed to display captioning text to a large audience.

## 7) Searchable Transcripts

### County Requirement:

14. "Provide electronic verbatim transcripts of Board meeting as specified in the SOW."



### GovTV Methodology/Approach:

GovTV has provided the County nearly 1,524 meeting transcripts since we began providing transcript services in 2003. GovTV provides three levels of transcripts for each Board Meeting including:

GovTV provides three levels of Meeting Transcripts for each Board Meeting including: the Preliminary, The Corrected, and The Certified Transcript.

### The Preliminary Transcript

This transcript begins as closed captioning text, but is transformed into The Preliminary Transcript, within about one hour after each Board Meeting. GovTV has provided the County approximately 508 Preliminary Transcripts. During the course of providing various innovative services to the County, The Preliminary Transcript has been widely used and adopted by both internal County and external public users.

GovTV delivers the County PDF and Word files of each Meeting Transcript.

GovTV additionally uploads the Corrected Transcript text to the internet webcasting solution approximately 24 hours after each Board Meeting.

The archive transcript text is searchable by word, but because the current webcasting solution (Pictron) does not integrate Board Meeting agenda documents, the current search capability is limited to the captioning text only.

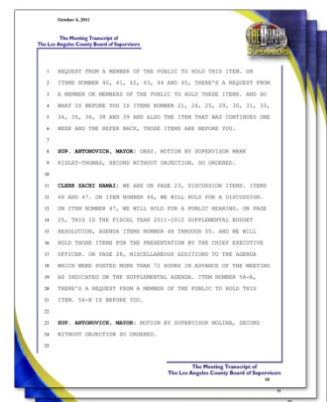
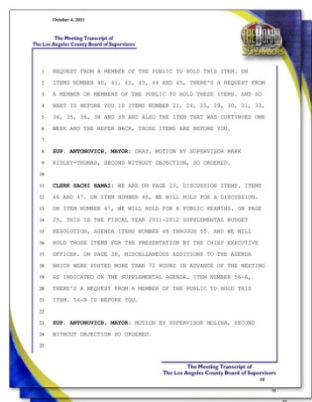
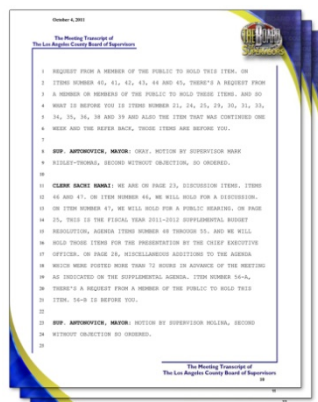
### The Corrected Transcript

This transcript is created "overnight" after each Board Meeting and is completed approximately 24 hours after each Board Meeting concludes. GovTV has provided the County approximately 508 Corrected Transcripts since beginning this service.

GovTV Deployment of the Granicus solution will enable users to search by both the captioning text and text within the agenda document.

### The Certified Transcript

This transcript is certified by a Certified Shorthand Reporter, C.S.R. and is delivered to County approximately one week after each Board Meeting concludes. GovTV has provided the County approximately 508 Certified Transcripts since beginning this service.



GovTV has successfully provided the County nearly 1,500 Meeting Transcripts!! GovTV's three levels of transcripts have been described as fast, accurate, and a cost effective transcript solution.



**County Requirement:**

15. *"Provide electronically corrected transcripts of Board meetings including corresponding searchable video segments on the County's website, meeting deadlines specified in the SOW."*

**GovTV Methodology/Approach:**

This transcript is created "overnight" after each Board Meeting and is completed approximately 24 hours after each Board Meeting concludes. In addition to providing the County a PDF and Word file of The Corrected Board Meeting Transcript, GovTV uploads this Corrected Transcript text to the current Board Meeting Video-Transcript archive. This provides the end user the ability to view the Board Meeting video and read the Corrected Transcript text.

**Indexing Video for User Review/Retrieval**

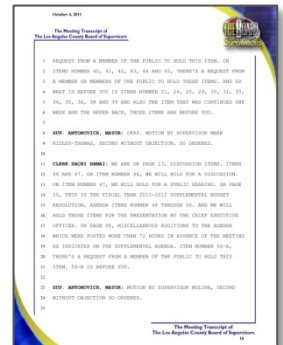
GovTV creates the "searchable" video segments by creating titles for each meeting agenda item and "indexing" these portions of the meeting for user retrieval. Additionally, the "scrolling" highlight bar is adjusted and referenced to the Board Meeting video and audio. This enables the text highlight bar to move closely in sync with the audio of the actual Board Meeting.

**Publishing Indexed Video to County Archive with Corrected Transcript**

After the Board Meeting video has been indexed with original video segment titles created by GovTV, the indexed video is then published to the County website Board Meeting archive for County and public viewing.

**Provide Executive Office URL's of Indexed Points for Weekly Board Meeting**

After each Board Meeting is published to the Board Meeting archive, GovTV provides the Executive Office a listing of URL's that Executive Office staff can easily insert into the weekly Statement of Proceedings, SOP.



*GovTV provides a very integrated electronic transcript service to the County which includes PDF and Word Transcripts, in addition to integrating the Corrected Transcript with searchable video segments of Board Meetings.*



*The Executive Office relies on GovTV each week to provide a listing of video segment URL's which are inserted into the Board Meeting Statement of Proceedings, SOP.*



## 8) Graphics

### County Requirement:

16. *"Prepare, input and test graphic information before each Board meeting to ensure proper keying of graphics including agenda item information."*

### GovTV Methodology/Approach:

The GovTV method of providing accurate on-screen graphic information begins 24 hours prior to each Board Meeting broadcast. During this pre-production phase, scrolling agenda graphic text is copied from the official Board Meeting agenda and transformed into video graphics. Additionally, GovTV staff reviews the Board Meeting agenda document for presentation "topics" and "guest" names that may be included in a Supervisor presentation. It is always GovTV's objective when possible, to enhance the viewer's experience by integrating on-screen graphics with information-rich content.

### County Requirement:

17. *"Prepare a list of speakers to be graphically displayed/keyed during the meeting as they speak."*

### GovTV Methodology/Approach:

The GovTV method of providing accurate on-screen graphic information begins 24 hours prior to each Board Meeting broadcast. During this pre-production phase, GovTV staff reviews the Board Meeting agenda document for presentation "topics" and "guest" names that may be included in a Supervisor presentation. It is always GovTV's objective when possible, to enhance the viewer's experience by integrating on-screen graphics with information-rich content.

GovTV created the innovative Speaker Display System which transforms a Word document list of speaker names, provided by Executive Office staff, into easily used video graphics. This automated process of creating names reduces County operational costs, and accomplishes what could not be done by a human graphics operator during some Board Meetings. On occasion, between 100-400 members of the public have signed up to address the Board of Supervisors. The automated speaker display system provides GovTV operators with on-screen speaker names, regardless of the quantity of names/graphics required.



GovTV creates "scrolling agenda" and "speaker name" on-screen graphics 24 hours prior to each Board broadcast.

GovTV staff reviews the Board Meeting agenda document for any and all information related to Supervisor presentations. This weekly review produces "topic" titles for presentations and "guest" names that may be appearing with Supervisors.



GovTV operates the speaker display system which can generate an unlimited number of speaker name on-screen graphics. This system transforms a Word document listing speaker names into television/video graphics.

**County Requirement:**

18. *"Provide graphic representation of Board member vote tallies during the meetings."*

**GovTV Methodology/Approach:**

GovTV created the innovative On-Screen Voting System and is responsible for its successful weekly operations. GovTV staff ensures its successful operation by testing the system from the Boardroom voting interface, and from the video control room prior to every Board Meeting broadcast. This on-screen graphic system integrates Crestron logic software which calculates the Supervisor voting results, with Chyron television graphics. The end result has been a reliable and stable on-screen voting system.



GovTV monitors the "on-screen voting system" prior to every Board Meeting broadcast, and integrates these graphics on-screen, as may be required.

**County Requirement:**

19. *"Coordinate approval with the County Project Administrator of all graphical content and visual aspects."*

**GovTV Methodology/Approach:**

GovTV takes direction on all aspects of GovTV services provided to the County from the County Project Administrator. The GovTV contract manager is the "single point of contact" for all comprehensive and integrated services provided by GovTV to the County.



All aspects of graphical content and other related visual elements of the Board Meeting broadcast are under the control of the County Project Administrator. Recent examples of this relationship would be direction from the County Project Administrator to integrate very specific graphical information during a Supervisor presentation on September 4, 2012. An additional example would be direction from the County Project Administrator to revise the overall "look and feel" to very precise and County approved specifications. The GovTV contract manager works with the County Project Administrator, as needed, to ensure all visual and graphic elements integrated within the broadcast are approved.



GovTV created "animated graphics" as per the direction of the County Project Administrator and integrates these on-screen graphics throughout the Board broadcast.

GovTV proposes creating new graphics at zero cost to the County, at the future direction of the County Project Administrator.

### Zero-Cost Graphics Enhancement

GovTV proposes integrating new on-screen graphics based on future direction from the County Project Administrator. GovTV proposes creating a new comprehensive on-screen graphics package, to be used during Board Meeting, with zero cost to the County.

The current on-screen graphics used during Board Meetings has been used for several years. GovTV proposes creating an entirely new graphics package for the Board Meeting broadcast that is produced to a similar quality level as graphics produced for the television/cable networks displayed below.



*GovTV proposes creating new graphics at zero cost to the County, at the future direction of the County Project Administrator.*



*GovTV proposes creating a new on-screen graphics package produced to the same high quality standards as image above. Graphics will include 3D effects and animation.*



*GovTV proposes creating a new on-screen graphics package that will provide a "new look and feel" for speaker names and titles. GovTV will provide a wide range of graphic samples similar to above for County review and consideration.*



*GovTV can integrate a scrolling County information "ticker" into Board Meeting broadcast similar to above image.*



*GovTV can create new on-screen graphics that utilize and maximize the features of the new County Chyron graphics system.*

## 9) Special Meetings

### County Requirement:

20. *"Upon request provide crew and regular services for specially held meetings in the Board room. "*

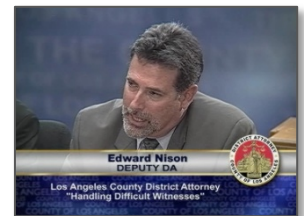
### GovTV Methodology/Approach:

GovTV staff and crew have been called upon to provide coverage and related services for many special events including: Supervisor swearing-in ceremonies, CCJV meetings, and District Attorney training videos.

GovTV has also provided televising and related services when the Executive Office requested that the Board Meeting be televised from the Second District. This required GovTV to mobilize a large crew and specialized field equipment to meet the County's needs successfully.



*GovTV successfully provided "special broadcast coverage services" and related services upon the Executive Office requesting that the Board Meeting be televised not from the Hall of Administration, but from the Second District.*



*GovTV has provided training video services to the County District Attorney's Office for over five years. During this period, GovTV has utilized the Boardroom broadcast systems to meet these County requirements.*



## 10) GovTV's Staffing Plan for L.A. County

### County Requirements:

*B. "Indicate proposed staffing that will perform the work and describe how the contract will be managed."*

*1. "Provide names and classifications/titles of primary staff, which shall include Project Manager and key personnel who shall be assigned to this project."*

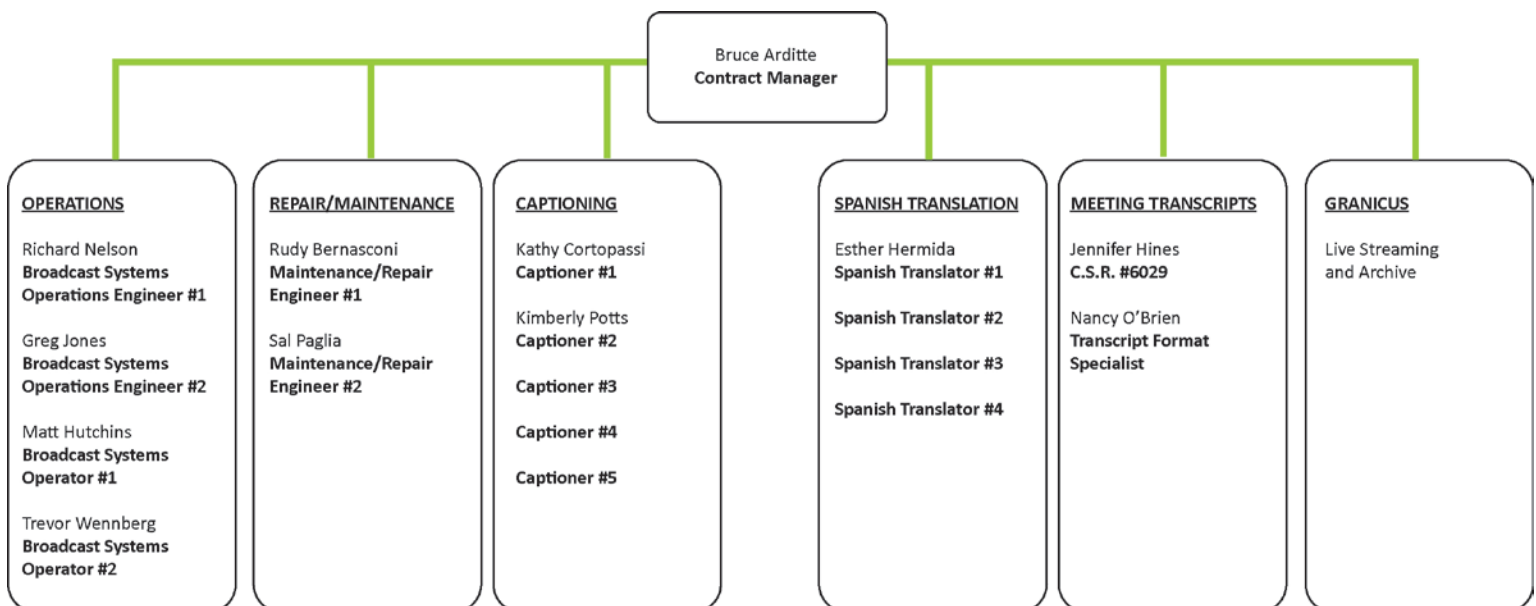
*2. "Provide resumes of the Project Manager and key personnel who shall be assigned to this project. Resumes shall contain information relating to each person's education, experience and training."*

*For detailed resumes of all key GovTV personnel, please refer to "Qualifications" (Section B of this proposal).*



*GovTV coordinates and manages a broad and specialized team of "expert" professionals to provide weekly services to the County.*

*The GovTV contract manager integrates the team members noted on the organizational chart below, with weekly efforts by County staff within the CEO's office, and the Executive Office.*



## 11) Remote Productions

### **GovTV Methodology/Approach:**

GovTV has been called upon to provide expert "remote" broadcast and related services to meet the County various needs.

GovTV has produced PSA's for most Board Offices and other County departments. This type of small field production often requires the use of a tele-prompter and specialized lighting to provide a professional service. GovTV produced the weekly Tuesday's Child campaign for over five years. This PSA featured a profile of one or more children in need of adoption.

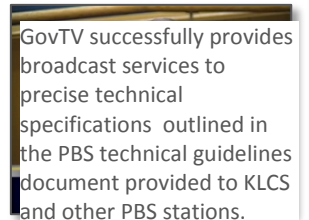


GovTV produced the above PSA in English and Spanish.

## 12) Video Quality

### **GovTV Methodology/Approach:**

GovTV adheres to the KLCS PBS technical guidelines for broadcasting. This technical specifications document guides our operational engineering staff to provide professional level broadcasting with specified standards for color, brightness, audio level, placement of captioning, and placement of Spanish language translation.



These specifications dictate very precise technical guidelines for broadcasting that GovTV adheres to and monitors on a weekly basis.

## 13) Web Hosting/Streaming/Archiving

GovTV was awarded the Arthur Gutenberg Technology award in 2004 for its effort with deploying and operating the Board's webcasting management system. GovTV looks forward to deploying an even better webcasting management system powered by today's industry leader, Granicus.

*The following pages contain a detailed proposal for all Granicus Webcasting Management services:*

## WMS SOLUTION

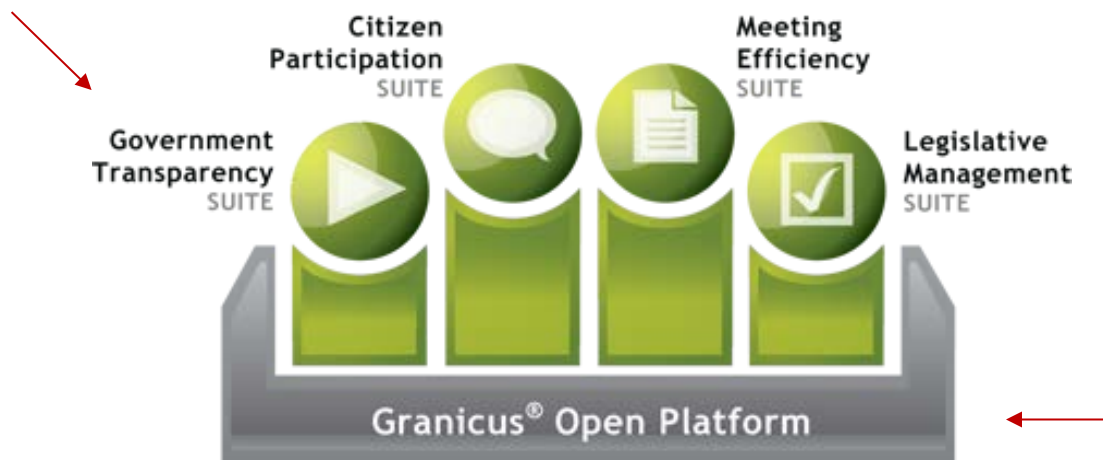
### SOLUTION OVERVIEW

GovTV will migrate, deploy, and fully operate and manage the Granicus WMS solution.

The Granicus solution is 100% web-hosted, and is designed specifically for governments like yours, to spend less time managing the manual artifacts of the legislative process and more time engaging important stakeholders in more productive ways. We make this possible by providing our clients with all the hardware and software necessary to streamline and automate everything from online video streaming to paperless agenda creation and publication. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

By selecting Granicus, your solution will include unlimited webcasting through our Open Platform and Government Transparency Suite. As narrated below, your solution will include our newest technologies such as our native iPad Agenda application, mobile streaming, and our fully-managed encoding hardware appliance.

Below you will find a detailed proposal of the solution we have specifically chosen for Los Angeles County in order to create a Web Hosting/Streaming/Archiving solution. The proposal includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation. As explained in greater depth below, your Granicus solution includes the following solutions: 1.) **the Open Platform**, and 2.) **the Government Transparency Suite**. We are proposing that Los Angeles County take advantage of our Performance Accelerator, which will allow you to distribute hundreds of simultaneous on-site streams with minimal network impact. Furthermore, we are proposing a solution that include the Granicus Encoding Appliance for live webstreaming, the Granicus Media Portal for a specially customized design view portal, Data Conversion of your past media history, and Project Management for extensive Quality Control of your solution.



## GovTV Integrates Video Coverage with Granicus Solution

GovTV services and Granicus solutions can be combined to provide The County of Los Angeles the highest level of managed services.



## GovTV & Granicus Clients

*GovTV and Granicus have an extensive history of working together to provide the best possible solutions for governments. Please see below for specific examples of our successful joint solutions:*

1. Orange County: In 2011 Orange County decided to end their relationship with Pictron and transition to the Granicus Transparency Solution. Orange County implemented Open Platform, Government Transparency, Performance Accelerator and Media Portal Solutions, exactly the same solution modules as proposed to Los Angeles County. GovTV has fully managed the closed captioning and broadcast services, through the Granicus content management backend. Granicus was able to customize a solution that allowed for greater transparency features while not disrupting department workflow. The end result has been a solution that has made gathering public meeting content an easier and better experience for staff and citizens.
2. Los Angeles Department of Water and Power: In 2010 GovTV and Granicus entered into a partnership with LADWP to provide broadcast and webcasting services. Initially, LADWP implemented the Open Platform, Government Transparency, Performance Accelerator and Mobile Encoder solutions. Recently they have purchased the Granicus Media Portal for internal training distribution.
3. San Juan Capistrano: In 2012 the City of San Juan Capistrano deployed the Open Platform and Government Transparency Suite to reach a broader audience and become more efficient with cloud hosting.
4. Bay Area Quality Management District. This relationship began in 2010 with the deployment of the Open Platform and Government Transparency Suite.
5. City of Westlake Village: Westlake Village has been a Granicus client since 2006, using the Open Platform, Government Transparency and Meeting Efficiency Suites. The goal was to not only provide transparency to a broader audience but also to ensure a more efficient minutes process was in place that would save the clerk staff time and provide a return on investment quickly.

## Proposed Solution Narrative

### Webcasting with Live Streaming and Video On-Demand

*The Granicus® Open Platform and the Government Transparency Suite*

#### Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- On-demand streaming to mobile devices

#### Granicus Managed Encoder Appliance (for live webcasting)

With the fully managed Granicus Encoder Appliance, you will have the ability to stream live video as well as on-demand videos. The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application. The Encoder can act as a live and archived distribution unit for internal streaming. In this case, the Encoding Appliance will connect to the Performance Accelerator which is a dedicated internal distribution server for live and archived webcasting. Highlights below:

- Provides LIVE and on-demand streaming to mobile devices
- Granicus will provide customers with all necessary hardware upgrades, repairs and replacements
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- 500 GB of local storage (approximately 3,250 hours of archive content)
- H.264 video codec encoding
- Windows Media, HTML5 and Flash compatible streaming delivery



Our fully managed and hosted infrastructure offers unlimited bandwidth, storage and the highest security standards of your data through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.



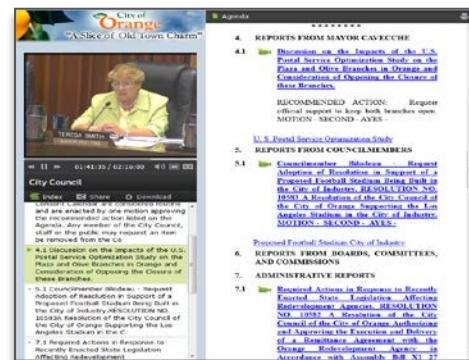
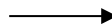
## Government Transparency Suite--Included

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes and more through the iLegislate application.

- Stream unlimited meeting bodies and events live
- Intelligent media routing
- Index video in real-time and link to relevant materials
- Build reports and analytics on visitor trends
- Paperless agenda for the iPad
- Offer downloadable media formats
- **Easy to Use Public Website-** Publish live and archived videos to a media portal on your website to make it easy for the public access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership. The Granicus media digital player comes standard with the ability to rewind, fast forward, clip segments and share videos to the social grid.
- **Agenda Index Points –** Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas and view supporting materials — staff reports, memos, and ordinances — all within a single multimedia player.



*Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those discussions*



- **Advanced Search “Drill Down”-** Empower residents to find the information they need through a self-service search engine. Search across public meeting archives – meeting or event data including agendas, minutes, notes, motions, votes and captions. With advanced filters for date range, data type and more, the public is able to accurately define their search criteria to find the information they need.
- **The Granicus Open API and SDK -** We can provide a fully-documented and supported Application Programmable Interface (API) and Software Developer Kit. This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers

typically use the API to add, update, extract, delete and ultimately customize how information is presented.

- **Downloadable Media & Alerts**

- **Downloadable Media** - Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable audio (MP3) and video (MP4) formats. Reach more citizens using mobile devices, dial-up computers, and popular media networks including iTunes.
- **RSS** - Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available – specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
- **User Search Alerts** - Just as RSS subscriptions allow residents to receive updates on specific information.

## Granicus Performance Accelerator—Included

This network performance accelerator tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure. The Encoding Appliance accommodates a maximum of 50 concurrent live and on-demand internal streams; Performance Accelerator allows for a virtually unlimited number of internal viewers. This will be beneficial in providing an internal video feed accessible to County employees that reduces bandwidth demands as they view live Board meetings, other meetings, or special events.

## Granicus Media Portal---Available Upon Request

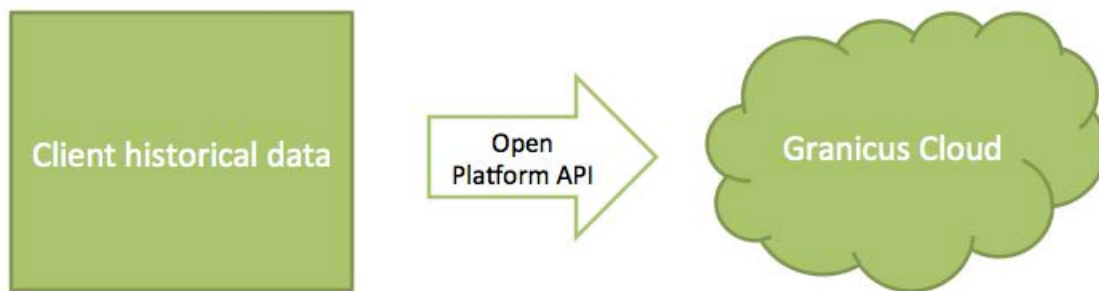
**Easy to Use Public Website-** Publish live and archived videos to a media portal on your website to make it easy for the public access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership. The Granicus media digital player comes standard with the ability to rewind, fast forward, clip segments and share videos to the social grid.

Orange County,  
California,  
Granicus Media  
Portal



## Granicus Data Migration

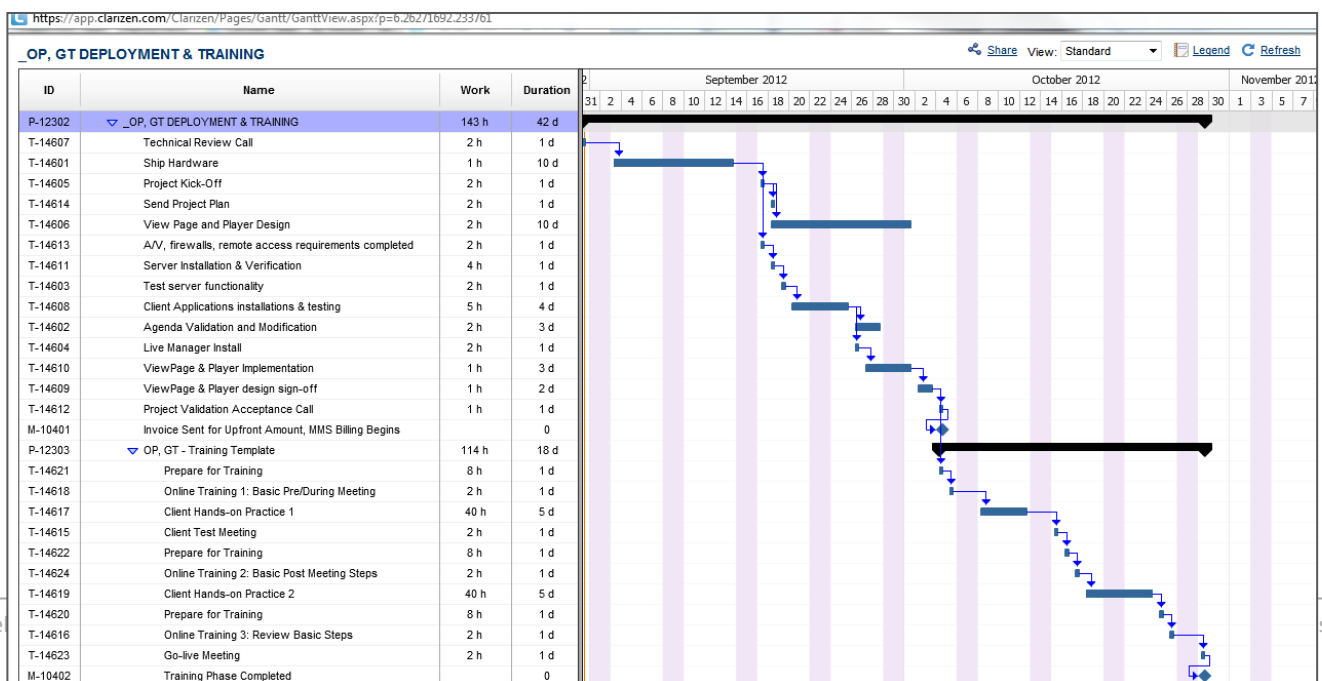
GovTV and Granicus will work together to successfully migrate the current Board Meeting archive to the Granicus solution. Within the past year, GovTV and Granicus successfully migrated the County of Orange Board of Supervisors archive from the Pictron application to the Granicus solution. Granicus offers data import services for clients who have historical data that they would like brought into the Granicus cloud. The Granicus solution includes a fully documented and supported Application Programmatic Interface (API) that allows for open integration with other agency software, systems, and websites. Depending on the format of the data, it can be imported through our Open Platform API or through manual processes. Our team will work closely with the client to analyze and identify the data needed to import, map the data to the correct Granicus fields, and build the



necessary software to import the data in bulk to the Granicus cloud. The final result will be a successful and timely migration of your historical data into the Granicus cloud, where it will be fully archived and stored in our data redundant servers.

## Granicus Quality Control

At Granicus, our approach to project management mirrors our products – we believe in complete transparency in our process. Our Project Managers work with our clients to set viable dates for project milestones and then send out a dynamic web-based Gantt Chart that details the steps, responsibilities, and due dates.





Granicus takes steps to provide the highest quality control of our products and services. This is followed up by regular form-based email check-ins on tasks assigned to the client as well as updates on tasks completed by our Project Managers, as shown below.

Subject: Progress Update Request

Sujata Subramanian from 'Granicus Inc.', requests that you update your progress on the tasks below. Please select one of the following action(s) to update your progress:

- [Quick Update](#) - I want to quickly update my progress for each task without logging into Clarizen. You can also subscribe to your tasks' calendar from within your quick update page!
- [My Progress is According to Plan](#) - Update all my tasks' progress based on the expected progress listed below.
- [Log into Clarizen](#)

**Active Tasks**



Project: [\\_OP\\_GT DEPLOYMENT & TRAINING](#) (P-12302)

Importance	Task ID	Task Name	Due Date	Expected % Completed	Current % Completed
	T-14607	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Technical Review Call</a>	1-Sep-12	0	0
	T-14601	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Ship Hardware</a>	15-Sep-12	0	0
	T-14613	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / A/V, firewalls, remote access requirements completed</a>	18-Sep-12	0	0
	T-14605	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Project Kick-Off</a>	18-Sep-12	0	0
	T-14614	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Send Project Plan</a>	19-Sep-12	0	0
	T-14611	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Server Installation &amp; Verification</a>	19-Sep-12	0	0
	T-14603	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Test server functionality</a>	20-Sep-12	0	0
	T-14608	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Client Applications installations &amp; testing</a>	26-Sep-12	0	0
	T-14604	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Live Manager Install</a>	27-Sep-12	0	0
	T-14602	<a href="#">_OP_GT DEPLOYMENT &amp; TRAINING / Agenda Validation and Modification</a>	29-Sep-12	0	0


You will have full access to an online portal that provides you with updates on the configuration and deployment process of your Granicus solution. This will provide you with full assurance that the implementation process is on track for a successful and timely completion of your proposed Granicus solution.





## SCOPE OF WORK


### Specifications and Scope of Work Requirements

Section #	Specification	Met or Exceeded	Granicus Comments
1.10.1	<p>Contractor will <b>provide an Intranet and Internet video streaming solution</b> ("webcasting management system", or "WMS") for live streaming and archiving (hosting) of Board Meetings. Board Meetings will be <b>archived for the duration of this contract</b>. The streaming and archive solution used by the Contractor must be <b>capable of searching archived video content by words contained within the Board Meeting agenda document, or the closed captioning text</b>.</p>		<p>Granicus is able to provide a turnkey solution that provides an Intranet and Internet video streaming solution ("webcasting management system", or "WMS") for live streaming and archiving (hosting) of Los Angeles County Board Meetings. The Media Portal is a great option for Intranet viewing, as Orange County has done. With the Open Platform and Government Transparency Suite, you will have unlimited content storage and distribution, and be able to stream meetings and events live, link related documents to your video and provide advanced searching of archives. We can guarantee optimal streaming quality, speed, and continuity. The Granicus Open Platform and Government Transparency Suite includes unlimited streaming, customized website Integration, and the iPad iLegislate App.</p> <p>Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely integrated public record. Reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible archived webcasts. Plus, our design staff will create a portal for webcasts that matches the look and feel of your existing website, offering an optimal end-user experience.</p> <p>The proposed solution is fully keyword-searchable and users will be able to drill down to any level of public information; searching through the meeting videos, notes, votes, closed captions, agenda minutes, and resolutions, with advanced filters for data range, data type, and more.</p>
1.10.2	<p>Contractor will coordinate with County Information Technology staff to <b>provide an internal video feed accessible to County employees that reduces</b></p>		<p>Granicus will coordinate with the County Information Technology staff to provide an internal video feed accessible to county employees that reduces bandwidth demands as they view live Board Meetings, other meetings, or special events.</p>

	<p><b>bandwidth</b> demands as they view live Board meetings, other meetings or special events.</p>		<p>The performance accelerator tool will allow you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure. The Encoding Appliance accommodates a maximum of 50 concurrent live an on-demand internal streams; Performance Accelerator allows for a virtually unlimited number of internal viewers. This will be beneficial in providing an internal video feed accessible to County employees that reduces bandwidth demands as they view live Board meetings, other meetings, or special events.</p> <p>The Granicus solution is fully hosted and will allow access to live streams without creating bottlenecks for internet access. All videos will be fully hosted on the site using Granicus' bandwidth for external views. Live streaming and On-demand streaming is in both H.264 and Windows Media formats covering Flash, HTML5 &amp; Silverlight. Platforms supported include PC, Mac, IOS (iPhone, iPad) and most Android devices. The bandwidth is 600Kbps for Live and On-Demand Streams.</p>	
1.10.3	<p>The Contractor shall provide and support a solution that meets the functionality herein, or is substantially similar in functionality as is agreed upon by the County Project Administrator:</p> <ul style="list-style-type: none"> <li>• <b>Unlimited Storage</b></li> <li>• <b>Unlimited Viewers and Distribution</b></li> <li>• <b>Unlimited Backups</b></li> <li>• <b>Unlimited Systems monitoring</b></li> <li>• <b>Unlimited 24x7 technical support</b></li> </ul>		<p>The proposed Granicus solution is 100% hosted and truly unlimited. With the Granicus Open Platform there will be no need to worry about the incremental cost of data usage, as storage and distribution are unlimited. The proposed solution supports:</p> <ul style="list-style-type: none"> <li>• Unlimited Storage</li> <li>• Unlimited Meeting Bodies (i.e. Committees, Commissions, etc)</li> <li>• Unlimited Viewers &amp; Distribution</li> <li>• Unlimited Backups</li> <li>• Unlimited Systems monitoring</li> <li>• Unlimited 24x7x365 technical support</li> <li>• Indefinite Archival Retention Schedules</li> </ul> <p>Our enterprise-wide Open Platform allows for unlimited users, unlimited meeting bodies, and unlimited archiving, distribution, workflows, and streaming. There is unlimited storage and retention and no extra cost for</p>	

			<p>additional storage, users, or meeting bodies.</p> <p>Your Granicus Customer Care team is available <b>24 hours a day, 365 days a year</b>. Our normal business hours are: Monday through Friday from 5:00 a.m. to 6:00 p.m. Pacific Standard Time. After-hours support is available for urgent product issues impacting your agency, department, or training. Customers can contact us by telephone or email.</p> <p><b>Technical Support Contact</b></p> <ul style="list-style-type: none"> <li>• Business Hours: 415-357-3618</li> <li>• Toll Free: 877-889-5495</li> <li>• 24/7/365 Technical Support Hotline: 415-655-2414</li> </ul> <p>Email: <a href="mailto:customercare@granicus.com">customercare@granicus.com</a></p>
1.10.4	<p>The webcasting management system will be available via any standard web browser and all <b>necessary encoding hardware will be fully managed by the Contractor.</b></p>		<p>The proposed solution includes an intuitive webcasting management system available via any standard web browser. All users will have the ability to access live and archived proceedings from the Internet at all times. The necessity of plug-ins depends upon the web browser in use, and is often already downloaded as a part of this browser. Video streaming typically requires the use of media plug-ins. While the necessary plug-ins will often come pre-installed, you may need to install or enable plug-ins to watch streaming video. We recommend installing the Adobe Flash Player and Microsoft Silverlight plug-ins if they are available for your system. While we recommend certain platforms and web browsers, many other operating systems and web browsers can successfully stream videos. For example, Mozilla Firefox and Google Chrome are both known to work on many platforms. Please note that not all features are available to all web browsers on all platforms.</p> <p>Furthermore, all necessary encoding hardware will be fully managed by Granicus. The Granicus Encoding Appliance (necessary and provided with the solution to enable unlimited video streaming) is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally</p>

			installed client application. The Encoder can act as a live and archived distribution unit for internal streaming. In this case, the Encoding Appliance will connect to the Performance Accelerator which is a dedicated internal distribution server for live and archived webcasting.
1.10.5	The WMS should be <b>able to encode in all of the following file formats</b> at a minimum: Windows Media Format, H.264, mp4, and mp3 audio, including the capability for on-demand streaming to popular mobile devices.		<p>With the proposed solution, all programming will be made available on mobile devices. The solution is capable of displaying and retrieving live and archived meeting agendas and associated documents on your website, iLegislate app, and mobile devices. The Granicus® Open Platform and Government Transparency Suite allow you to stream an unlimited number of meetings and events online and over mobile devices and play video in H.264 and Silverlight.</p> <p>Granicus now supports both live and archived streaming in the H.264 video format. This new format is compatible with a plethora of browsers, operating systems, and devices including smart phones and tablets.</p> <p>The proposed solution allows for all video contents to be encoded in the Mpeg4 and H.264 standard file format. Furthermore, the solution allows videos and content to be downloadable in MP3 and MP4 formats from the internet, and also allows all video content to be available via Apple iTunes. Furthermore, our newest version of Open Platform and Government Transparency allows for videos to be uploaded in a larger size. It will accept videos up to 2GB in size.</p>
1.10.6	The WMS should allow for live rewind/fast forward and the ability to “clip” certain segments of the video to <b>download embed or publish to alternate websites.</b>		The proposed solution allows for live rewind/fast forward and the ability to “clip” certain segments of the video to download and embed or publish to alternate websites. This solution includes the ability to share video to the social networking grid with a single click (Facebook, LinkedIn, Twitter, etc.).
1.10.7	The WMS should include the ability to <b>share video to social media grid.</b>		The proposed solution can be integrated with several different social media networks. Videos can be shared on social media networks such as facebook, twitter, linkedin, and more with a single click of a button. Furthermore, videos can be downloaded or linked to in several other platforms.
1.10.8	The WMS should include a <b>fully integrated public record where the associated documents (agendas, minutes, staff reports,</b>		The proposed solution includes the ability to import meeting agendas into the webcasting software for the purpose of indexing the meeting by agenda item. The solution allows users to link and display agenda,

	<p><b>etc.)</b> are published and cross-linked alongside the streaming video.</p> <p>The WMS should be fully keyword-searchable and users should be able to drill down to any level of public information; searching through the meeting videos, closed captions, agenda, minutes, resolutions, etc. with advanced filters for data range, data type, etc.</p> <p>The WMS should include a <b>Native iPad Application</b> to download and review the most recent agenda prior to and during a meeting.</p>		<p>minutes, and other related materials to the integrated public record in a single, automated step. The fully integrated public record of agendas, minutes, staff reports, and index points, are published and cross-linked alongside the streaming video. You can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy.</p> <p>The webcast management system (WMS) is fully keyword-searchable and users will be able to drill down to any level of public information by searching through videos, closed captions, agendas, minutes, resolutions, and more, with advanced filters for data range, data type, etc.</p> <p>With our Native iPad Application, iLegislate, you can seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. iLegislate provides:</p> <ul style="list-style-type: none"> <li>• Convenient access to meeting agendas and supporting documents</li> <li>• Reduce paper consumption and move to a paperless environment</li> <li>• Review agendas and attachments offline and on-the-go</li> <li>• Easily take notes, bookmark and email agenda items</li> <li>• Review indexed, archived meeting videos</li> </ul> <p>iLegislate makes agenda items and data available for offline viewing. Elected members and staff can review agendas and supporting documents, take notes and bookmark items of interest. This mobile technology enables users to review meeting materials before, during, or after a meeting from any location, even without an internet connection.</p>
1.10.9	<p>The WMS should include <b>graphical reporting capabilities and analytics</b>, which shall be continuously maintained and provided upon request.</p>		<p>The WMS includes graphical reporting capabilities and analytics, which are continuously maintained and provided upon request. Granicus' reporting tools give you a detailed analysis of visitor statistics and usage reports to help you better understand viewership trends.</p>



## IMPLEMENTATION METHODOLOGY

---

### Project Management Plan for Los Angeles County

Having deployed over 1,000 solutions for government clients, Granicus is well prepared to meet all of your expectations and requirements. Granicus will take responsibility for providing extensive project management services on all timelines, planning, and deployments. The result will be a successful, timely installation of your "Web Hosting/Streaming/Archiving" solution in an agreed upon timeframe.

### Pre-Implementation

Primary responsibility of the system installment and configuration will fall under the responsibility of the County's designated system administrator in coordination with Granicus staff. In this case, the System Administrator, during installation, will be highly involved in the project management, configuration and deployment of a successful solution. The Los Angeles County technical staff will also be required to ensure that our solution fits seamlessly into its current environment.

### Implementation Methodology

Granicus will take responsibility for providing extensive project management services on future deployments. Below is an overview of the anticipated implementation milestones to deploy the Web Hosting/Streaming/Archiving solution. We will work closely with your staff to implement our solution in the timeliest manner.

- **Project Kick-off** - In the first phase of the project, Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles. At this stage, we will also confirm all network requirements for any future system installations.
- **System Installation**- All hardware is scheduled to be delivered to the installation site. Upon arrival, Granicus will work with the Council to install and configure all equipment related to the webcasting or legislative management solution for Los Angeles County.
- **Configurations**- During this phase, the technical deployment team will complete the configurations necessary to meet Granicus and Council specifications. Upon completion of the configuration period, training materials will be created leveraging these configurations.
- **Acceptance and Training**- A Functional Acceptance Document will be submitted for approval. The assigned product trainers will work with the Los Angeles County staff on full product training.
- **Final System Implementation and Post-Implementation Feedback**- In this final stage of the implementation, the County will begin using the Webcasting System in production mode.

## Installation Milestone Leading Up to “Go Live”

Based on our unique understanding of the custom processes and requirements for local governments, we are recommending a fully-hosted webcasting solution that will best satisfy your needs. Below is an outline of the key deliverables at specific installation milestones:

Key Project Milestone	Number of Weeks
Proposal Review/Award Received	0
Technical Solution Review	2
Hardware Ordered	2
Project Kick-Off Call	2
Software Deployment & Configuration	4
Software Training	3
Internal Go-Live	8
System Acceptance	10
Live System Acceptance	12
<b>Go Live to the Public – Project Successful!</b>	<b>12</b>
30 Day Check-in	4
90 Day Check-in	12



## Proposed System Testing Approach

### Granicus User Acceptance Test Plan

Granicus will demonstrate how and when the installed and configured software will meet all functional specifications provided in this document. All user acceptance test plans will be developed by Granicus and approved by Los Angeles County. These user acceptance test plans will be specific and detailed, clearly showing compliance with each requirement contained within this proposal.

Along with the user acceptance test plan, Granicus will be responsible for providing a detailed test plan for each component of the proposed system. This includes testing of all aspects of the solution. This test plan will allow for Los Angeles County to determine compliance with each requirement. The intent of these tests is to ensure technical compliance and identify any issues prior to using the system in a completely "live" mode.

Having successfully deployed nearly 1,000 solutions for governments at every level nationwide, our project team has the experience and expertise to deliver effective project management and training so that your staff is well prepared and confident in using the system. Prior to the training, we will work with your staff to create and deliver a user acceptance testing plan and a detailed test plan for each component of the proposed system. Granicus will work with your staff to create and deliver user profiles, user groups, and training documentation prior to on-site training to ensure that the instruction is as effective as possible for each role.

## Training Overview

Granicus provides online, phone, and in-person training depending on your selected solution, so that your staff receives the knowledge they need to achieve success quickly. We also provide the industry's most comprehensive online portal for continuing education, training, and support. Here you can find pre-recorded training videos, user guides, best practices, FAQs, and plenty of other support materials to ensure that your staff can get the information and support it needs. Furthermore, Granicus provides a **24x7x365 customer care** support hotline, where you will be able to reach a **live person** in technical support at any time.

## Online Implementation Training Class

Online Training is scheduled around your training days to ensure you learn skills you can quickly apply. Trainees must join the session from a computer with internet access and where LiveManager is installed if video streaming and indexing is being utilized. For the optional Government Transparency Suite Upgrade, the Instructor-led Online Training Series includes three 2-hour sessions for every eight users. Customized training programs rolling together Open Platform, Government Transparency, and the Legislative Management Suite can be created upon award to streamline training.

**Training Timeline-** 4 weeks or longer depending on how many meetings you have a month).

### User Training                      **3 x 2 hour call**

**Online Training #1 –** Basic Pre/During Meeting Steps (usually 1-5 days *before* "test meeting")

**Online Training #2 –** Basic Post Meeting Steps (usually 1-5 days *after* "test meeting")

**Online Training #3 –** Review Basic Steps (usually 1-5 days *before* "go-live meeting" if Government Transparency or "test meeting" if Meeting Efficiency)

## On-Going Training

### *Overview*

Granicus provides ongoing support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users. Before getting started with your instructor led training, we recommend you watch the On-Demand Training videos pertaining to your solution. Watching these videos help jump start your learning and get you ready for your upcoming training series.

### *User Guides and Documentation*

Our Support Resources page will give you access to your solution's User Guides and other tools to help get you started. Granicus shall provide a digital version of all documentation and training materials for all participants in the training sessions.

## ADDITIONAL INFORMATION

---

### 24x7x365 Support & Maintenance

Customer Satisfaction is the backbone of our Company and Client success is how we rate our own success. In the past eleven years we've had a 98% customer retention rate, a rate that is unheard of in the Software-as-a-Service industry. Granicus goes above and beyond traditional support models by leveraging systems management technology to constantly monitor every component of your solution. Our professional support team is available 24/7. The majority of our staff is located in our San Francisco headquarters, however we also have satellite support units in Chicago IL and Atlanta GA.

### *24/7 Technical Support*

#### *Support Team Headquarters*

**600 Harrison Street, Suite 120**

**San Francisco, CA 94107**

Our Support Team consists of staff that spans all time zones in addition to our primary San Francisco location. We are available to you 24/7/365 days a year. We have members readily available across all time zones and cities including Atlanta GA, Chicago IL, and San Francisco CA.

### *Reach a Technical Support Engineer (Available 24/7)*

Phone: 415-357-3618, (Press 1)

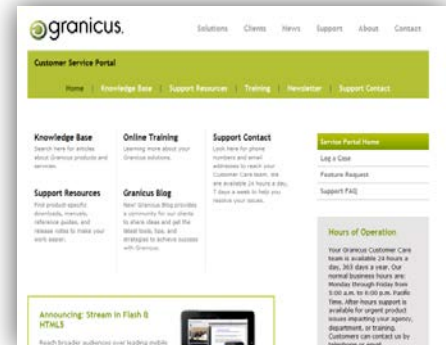
Email: [customercare@granicus.com](mailto:customercare@granicus.com)

*(For urgent matters, please call our technical support team to speak directly with a technical engineer familiar with your account)*

### Customer Service Portal

Granicus has one of the most comprehensive online support portals, [www.granicus.com/csp](http://www.granicus.com/csp). The Customer Service Portal includes the following features:

- Knowledge Base** – search articles about Granicus products and services.  
*Direct link:*  
<http://granicus.force.com/help/helpHome>
- Online Training** – Regular live and on demand resources to learn more about your Granicus solutions  
*Direct link:* <http://www.granicus.com/Services/Training.aspx>
- Support Resource Center** – Find product-specific downloads, manuals, reference guides, and release notes to make your work easier.  
*Direct Link:* <http://www.granicus.com/Services/Support-Resources.aspx>
- Granicus Blog** – Provides a community for our clients to share ideas and get the latest tools, tips, and strategies to achieve success with Granicus.  
*Direct link:* <http://blog.granicus.com/>

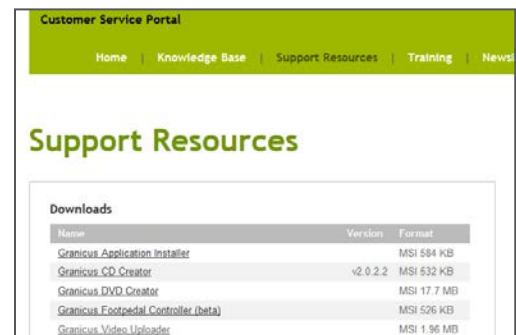


### On-Going Training

Granicus provides ongoing support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users. Before getting started with your instructor led training, we recommend you watch the On-Demand Training videos pertaining to your solution. Watching these videos help jump start your learning and get you ready for your upcoming training series.

### User Guides and Documentation

Our Support Resources page will give you access to your solution's User Guides and other tools to help get you started. Granicus shall provide a digital version of all documentation and training materials for all participants in the training sessions.



## General System Specifications, Compatibility, and Integration

### Remote Management

Granicus maintains and monitors all aspects of the appliance. All software patches, Windows updates, and Granicus software updates are performed by Granicus. Remote support, management, patching, reporting and logging are performed using LogMeIn. If other connection methods such as a VPN connection are required due to security policies please discuss these with your Granicus representative. Installation of 3rd party software that is not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases, the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

### Video Streaming Technical Requirements

Video streaming typically requires the use of media plug-ins. While the necessary plug-ins will often come pre-installed, you may need to install or enable plug-ins to watch streaming video. We recommend installing the Adobe Flash Player and Microsoft Silverlight plug-ins if they are available for your system. While we recommend certain platforms and web browsers, many other operating systems and web browsers can successfully stream videos. For example, Mozilla Firefox and Google Chrome are both known to work on many platforms. Please note that not all features are available to all web browsers on all platforms.

### Recommended Platforms:

<b>Microsoft Windows</b>	version XP SP2 or newer. <i>Recommended browser: Microsoft Internet Explorer, version 7 or newer.</i>
<b>Mac OS X</b>	version 10.5 or newer <i>Recommended browser: Apple Safari, version 5 or newer.</i>
<b>iOS</b>	version 4.2.1 or newer (only available for on-demand content)
<b>Android</b>	version 2.2.1 or newer (only available for on-demand content) Please note, performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

### Software Technical Requirements

Our webcasting platform is managed through our hosted software program known as MediaManager. The administration feature in MediaManager is a central hub for preparing and publishing content in your Granicus solution. In addition to publishing content, you can manage user access and view usage reports. MediaManager administration requires use of a system that meets the following specifications:

<b>Computer</b>	Windows Based PC
<b>Browser</b>	Internet Explorer 7 or newer
<b>Internet Access</b>	Access to client MediaManager site (clientname.granicus.com)

MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. In addition to meeting the system requirements that are listed above, each user must have been granted access rights to the tools that they wish to use.

## Hardware Technical Requirements

The Granicus Encoding Appliance (necessary and provided with the solution to enable unlimited video streaming) is designed and built to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

## Physical Specifications

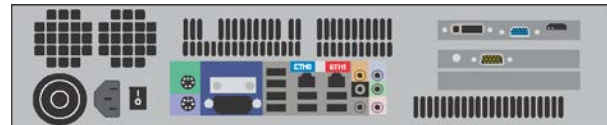
The Granicus Encoding Appliance will mount in virtually all 4 or 2-post racks. It front mounts much like a switch or router. It requires 2U (3.5") of rack space is 14" deep and weighs 25lbs. Optional rail and tower conversion kits are available. Sound output is less than 40db. Ideally installation will be in a secure, climate controlled environment.

<b>Dimensions</b>	13.9"D x 19"W x 3.5"H 2U High
<b>Mounting</b>	Front Mount Rail Kit (optional) Tower Conversion Kit (optional)
<b>Weight</b>	25Lbs
<b>Sound Output</b>	Less than 40db

Front View



Rear View



## Power Requirements

Power requires a single 120volt NEMA 5-15 plug. Power under load is 167 Watts and 1.39 Amps.

<b>Power Requirements</b>	120volt NEMA 5-15 plug Power under load is 167 Watts and 1.39 Amps			
		<b>Idle</b>	<b>Load</b>	<b>Startup</b>
	Watts	53	167.1	102
	Amps	0.441	1.393	0.85
	kVA	0.529	0.167	0.102
	BTU/hr	181	570	348

Ideally installation will be to an uninterruptable power supply (UPS) supplied by the customer. A UPS such as the APC Smart-UPS SC 450VA will provide approximately 40 minutes of run time. Appliance functionality requires the device be powered on at all times.

### Streaming Formats

Live streaming is currently in the Windows Media format with streaming to devices that support Windows Media Player or Silverlight.

On-demand streaming is in both H.264 and Windows Media formats covering Flash, HTML5 & Silverlight. Platforms supported include PC, Mac, IOS (iPhone, iPad) and most Android devices.

Live Encoding Formats	Microsoft® Windows Media® ( <i>Silverlight</i> ®)
On-Demand Encoding Formats	Microsoft® Windows Media® ( <i>Silverlight</i> ®) H.264 Adobe® Flash® H.264 HTML5
Bandwidth	600Kbps Live and On-Demand Streams

## Data Center Security

Having a robust and secure Data Center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our Data Centers are guided by a “defense-in-depth” security strategy to ensure reliable access of government data. With a 99.98% uptime, we are confident that customer data is always available.

### Data Center Requirements

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability - 99.98% Uptime
- Redundant Backups
- Detailed Disaster Recovery Plans

### Granicus Server Locations

#### United States

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

#### Canada

- Primary Data Center in Toronto, Ontario

## Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and no impact to the availability of Granicus applications.

- Web and application servers are deployed behind network load balancing systems to ensure maximum performance
- Servers are deployed in pairs. Each file and database is replicated on two distinct systems for maximum availability

All Granicus applications and associated client data are replicated from our Primary Data Center in Ashburn to our Secondary Data Center in San Francisco. Redundant data centers help protect customer information and provide services, even in the event of a major system outage or natural catastrophe.

## Robust Security Layers

Granicus implements a series of layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility and carrier-class threat management and remediation. We utilize industry leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- Intrusion Detection System (IDS) utilizing signature, protocol and anomaly based inspection methods
- 24x7x365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested and updated
- A Security Incident Response team/ SSAE-16 accreditation ensures all customer data is secure from any tampering.



## 14) Cabling

### GovTV Methodology/Approach:

GovTV makes every effort to hide and conceal any and all cables related to providing broadcast and related services. By code, some cable is required to be contained within a conduit system. This is the case in the Boardroom attic where GovTV engineering staff installed hundreds of yards of four-inch conduit. Inside this conduit system are cables that run from each camera within the Boardroom to inside the video control room.



Figure 1



Figure 2



Figure 3



## 15) Production Services to Other County Departments

### GovTV Methodology/Approach:

GovTV has produced PSA's for most Board Offices and County departments. This type of small field production often requires the use of a tele-prompter and specialized lighting and crew to provide a professional service. GovTV produced the weekly Tuesday's Child campaign with Supervisor Antonovich for over five years. This PSA featured a profile of one or more children in need of adoption. GovTV also produced a PSA for the Safe Baby Program featuring Supervisor Knabe. GovTV has produced Training Videos for the District Attorney's office using the Boardroom broadcast systems.



Figure 4

### **Summary**

The County has determined that a transition from its current Webcasting Management System (WMS) to a WMS hosted and managed by Granicus, Inc. will provide significant benefits, including greater functionality and content access on more platforms/devices. This transition will require the provisioning of new hardware and software, and will require the migration of the encoded videos of the Board of Supervisors meetings from 2003 through the present to the new provider's infrastructure. Significant coordination will be required between the County, the Contractor and Granicus to successfully implement this changeover.

The Contractor will be responsible for ensuring that the archived meeting videos and County department and commission media files are transitioned, in the existing file format, at no cost to the County. The Contractor will also be responsible for coordinating all aspects of the transition. The County will provide all necessary support to the Contractor in order to accomplish this.

### **Direct Communication**

The Contractor will provide the County with a single point of contact, for all high level webcasting management issues. The County will provide the Contractor with a single IT point of contact during deployment and on-going operations.

### **Migration of Existing Video Content**

1. The Contractor will provide the County with a **deployment schedule within two (2) weeks of the effective date of this contract.**
2. The County will provide the Contractor with a portable drive unit of all Board Meeting content. This may be required several times during deployment period.
3. The County will provide the Contractor a portable drive unit with Word and/or PDF documents of Meeting agendas for all meetings contained within Board Meeting archive since 2003. This may be required several times during deployment.
4. The County will establish an internal work-group to review the migrated video of meetings for accuracy and overall functionality, and provide the Contractor with feedback.
5. The County will provide the Contractor with an IT staff list including phone numbers and cell phone numbers.
6. The County will provide the Contractor with a breakdown by day of week, of IT staff schedules. This will support the Contractor and Granicus reaching out to the appropriate County staff member, when an issue does arise.

**EXHIBIT A**

**WEBCASTING MANAGEMENT SYSTEM (WMS) DEPLOYMENT    Attachment 2**

7. The County will review and approve “elements” of this project over a period of many weeks and months. The Contractor’s Project Manager will ask for written approval from the County Project Administrator of current elements before moving on to other parts of the deployment process.
8. The Contractor and County will use their best efforts to adhere to the deployment schedule.

**Installation of Encoders and Performance Accelerators**

9. The County will provide staff to install Performance Accelerator (PA’s) internally throughout County network, at selected locations.
10. The County IT staff will communicate directly with The Contractor and Granicus deployment manager to report status of installation of PA’s and when PA is online and available for Granicus remote configuration.
11. The PA’s will be protected by a UPS system purchased by the Contractor.

**Video Control Room**

12. The Contractor will purchase and install a rack that will be located in the Video Control Room. The rack will house 12 new Granicus encoder appliances, in addition to the 2 existing Pictron encoders.
13. The County will provide dedicated 20amp circuits for each Granicus encoder appliance.
14. The County will maintain its current internal connection to existing Pictron encoders, until such time that a “cut-over” to Granicus has been mutually agreed. The Pictron encoders will be decommissioned after the Granicus deployment is complete.
15. The County will provide bandwidth to the 12 Granicus encoder appliances.
16. The County will provide bandwidth from the 12 Granicus encoder appliances to the PA’s distributed throughout County network.
17. The Contractor will upgrade the current KVM system within the Video Control Room to enable Contractor staff to access all Granicus encoder appliances via the KVM system.

**Audio Control Room**

18. The Contractor will work with the County to ensure that any changes or equipment installation that needs to occur in the Audio Control Room in order to facilitate this transition is done in a coordinated manner.

**Testing and Final Transition**

19. The Contractor will test all systems to ensure full functionality. The Contractor will run dual systems (Pictron and Granicus) for whatever period of time is necessary to ensure a reliable transition to Granicus for this critical function. Contractor will notify County when final transition will occur and when Pictron has been decommissioned.

## VIDEO PLAYER – ON DEMAND

**BOARD OF SUPERVISORS**  
County of Los Angeles

**Agenda Item 14**  
Recommendation: Approve and authorize the Director of Children and Family Services to execute amendments to the agreements with various Residentially Based Services (RBS) contractors to

00:01:10 / 01:56:00

Index Share Download

CALL TO ORDER

- PROCLAMATION(S)/AWARDS
- CONSENT CALENDAR (ITEMS 1 - 4)
- Report of the Executive Committee Meeting of December 17, 2012
- Continuation of the Public Hearing to Consider Adoption of Proposed Amendments to Air District New Source Review (NSR) and Title V permitting regulations (Regulations 2, Rule 1, 2, 4 and 6) and Adoption of a California Environmental Quality Act (CEQA) En
- Report of the Executive Officer/APCO

Video and Transcript Shuttle Functions are below video.

**VIDEO TRANSCRIPT**

**The Board of Supervisors**

SUP. YAROSLAVSKY, CHAIRMAN: GOOD MORNING. THE MEETING OF THE BOARD OF SUPERVISORS IS NOW IN SESSION. I'D LIKE EVERYONE TO STAND FOR THE INVOCATION AND THE PLEDGE OF ALLEGIANCE. THE INVOCATION WILL BE LED BY PASTOR JERRY L. DIXON FROM THE FIRST CHURCH OF GOD, INGLESWOOD. THE PLEDGE WILL LED BY SAMUEL CASTRELLON, MEMBER AND THE PAST COMMANDER OF POST 176 IN THE SAN FERNANDO VALLEY AMERICAN LEGION.

PASTOR GERMAY L. DIXON: THANK YOU, ETERNAL GOD, WE ARE SO GRATEFUL TO BE GATHERED HERE TODAY. WE THANK YOU FOR OUR PRESENCE. THANK YOU FOR THIS GREAT WE THANK YOU FOR OUR COUNTRY, LORD. AND WE THANK YOU FOR THOSE THAT ARE CALLED TO LEAD IT. I PRAY, FATHER, THAT WE BE GIVEN WISDOM, PATIENCE, COURAGE, THAT THEY WOULD NO, LORD GOD, THAT THEY ARE EMPOWERED TO BE FOR US, LORD GOD, THE LEADERS, THE COMMUNITY LEADERS, THE STAKEHOLDERS, FATHER GOD, WHO GUIDE US. I PRAY, FATHER, THAT THEY WOULD BE BLESSED, THAT IN EVERYTHING THAT WE DO AND ALL THE DECISIONS THAT ARE NECESSARY TO BE MADE, FATHER GOD, THAT EVERYTHING WILL BE

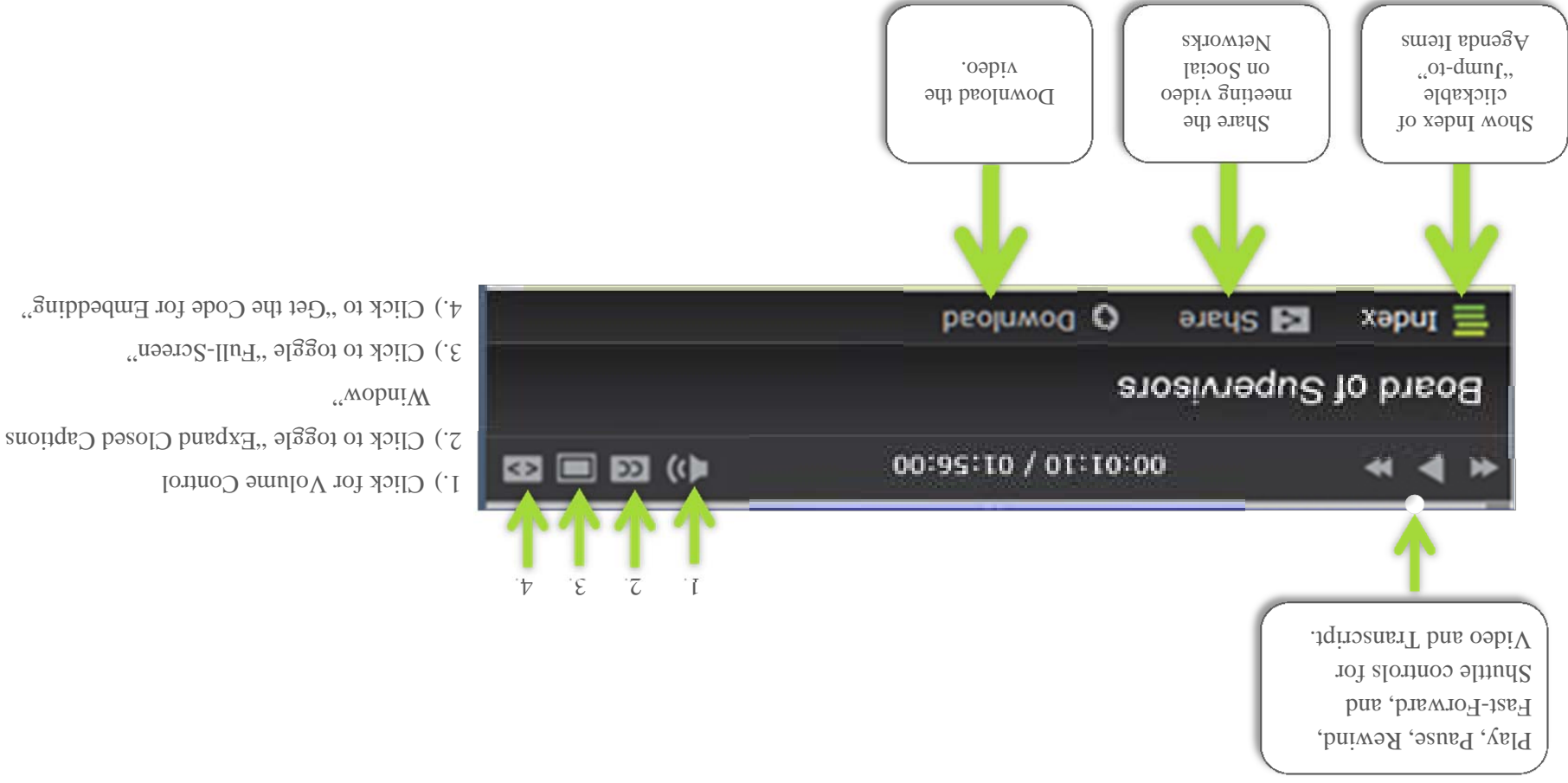
[Go to Transcript Archive](#)

This transcript was prepared from television closed captioning and is not certified for its content or form.

This window will display the transcript in sync with the video.

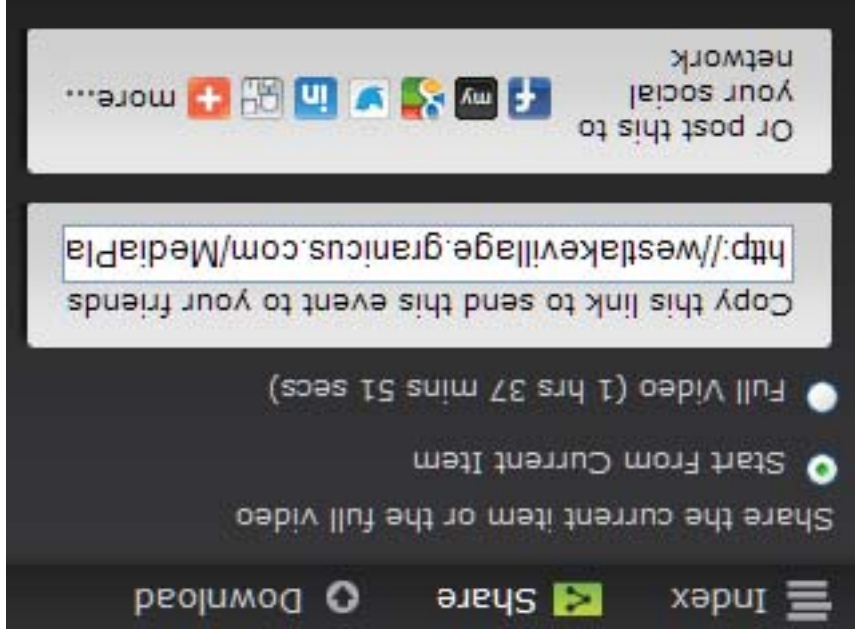
This mock-up is intended to suggest a direction for development and is not a final product or service.

## VIDEO PLAYER – ON DEMAND Player Controls



This mock-up is intended to suggest a direction for development and is not a final product or service.

## VIDEO PLAYER – ON DEMAND Player Controls







## VIDEO PLAYER – LIVE

**BOARD OF SUPERVISORS**  
County of Los Angeles

**Agenda Item 14**  
Recommendation: Approve and authorize the Director of Children and Family Services to execute amendments to the agreements with various Residentially Based Services (RBS) contractors to

00:01:10 / 01:56:00

Index Share Download

**Item 14 - Recommendation:** Approve and authorize the Director of Children and Family Services to execute amendments to the agreements with various Residentially Based Services (RBS) contractors.

**Document Viewer**

AGENDA FOR THE REGULAR MEETING OF THE BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES, CALIFORNIA  
TUESDAY, FEBRUARY 5, 2013, 9:30 AM  
KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012  
Mark Ridley-Thomas  
Chairman  
Second District  
Zar Variankany  
Supervisor  
Third District  
Michael D. Antonovich  
Supervisor  
Fifth District  
Don Knabe  
Supervisor  
First District  
Graig Matena  
Supervisor  
Fourth District

AGENDA POSTED: January 31, 2013

MEETING TELEVIEWED: Wednesday, February 6, 2013 at 10:00 p.m. on KLOS

Assistive listening devices, agendas in Braille and/or alternate formats are available upon request. Modifications to Board meeting policies and/or procedures, such as to assist members of the disability community who would like to request a disability-related accommodation in addressing the Board, are available at request. A disability-related accommodation in addressing the Board, are available at request. Please telephone the Executive Office of the Board of Supervisors at (213) 974-1426 (voice) or (213) 974-1107 (TTY), from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Supporting documentation is available at the Executive Office of the Board of Supervisors at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 383, Los Angeles, California 90012, and may also be accessible on the Board of Supervisors' website at <http://bos.lacounty.gov>.

Magazines de traducción disponibles a pedido. Si necesita intérprete para las juntas de los Supervisores del Condado de Los Angeles, por favor llame (213) 974-1426 entre las horas de 8:00 a.m. a 5:00 p.m., lunes a viernes, con tres días de anticipación.

Invocation led by Associate Pastor April Burt, The Underground Church in Burbank. (C)

Prayer of Absolution led by Patricia Jackson-Kelley, Department of California Women Veterans Coordinator, The American Legion (C)

Agenda item descriptions will appear during the meeting as the agenda item is announced.

During live meetings, this display the Board Meeting Agenda Document.

This mock-up is intended to suggest a direction for development and is not a final product or service.



## VIDEO ARCHIVE

# BOARD OF SUPERVISORS

County of Los Angeles

[Home](#) | [Board Meeting - Services > Forms > About Us >](#)

You are here > [Board Meeting](#)

Monday, February 04, 2013

lccounty.gov

## BOARD MEETINGS ON-DEMAND

The Board regularly meets on Tuesdays in the Hall of Administration, Board Hearing Room, 10 Civic Center Plaza, First floor, Santa Ana. Meetings begin at 9:30 a.m. A schedule is available online at: [Agenda & Meeting Information](#).

The Board of Supervisors live Internet Broadcast of open Board meetings are now archived as video-on-demand. Search the meeting archive below, or click on the links below to view or listen to past meetings.

Windows Media Player is required to view the videos. This can be downloaded for free from the [Microsoft website here](#).

[The minimum system requirements for watching the Archived video are available here.](#)

[Streaming video support](#)

### Next Broadcast

Board of Supervisors	Date
Agenda	February 05, 2013 - 9:30 AM

[Agenda](#)

**Search Archives:**


[Advanced Search](#)

[Subscribe via RSS feeds](#)

[Video Podcast](#) | [Podcast](#) | [News](#) | [Agenda](#)

### Board Meeting Archive

Name	Date	Duration	View	Download
Board Meeting	01/08/13	01 hr 41 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>
Board Meeting	01/15/13	02 hr 53 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>
Board Meeting	01/22/13	00 hr 32 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>
Board Meeting	01/29/13	02 hr 53 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>

MP4 Video MP3 Audio MP4 Video MP3 Audio MP4 Video MP3 Audio

### Quick Links

- Rewards
- Kid's Corner
- Citizens' Commission on Jail Violence
- Postgovernment Information
- Delinquent Parents

### Contact Us

Have a question?  
211 LA County  
LA CountyHelps  
Public Alerts

Kenneth Hahn  
Hall of Administration  
500 W. Temple St., Ste 383  
Los Angeles, CA 90012  
213 974-1411  
[executiveoffice@bos.lacounty.gov](mailto:executiveoffice@bos.lacounty.gov)

### Featured

County Equity Oversight Panel

LACERA ELECTIONS

Copyright 2013 by County of Los Angeles Board of Supervisors

[Privacy Policy](#) | [User Rights](#) | [Disclaimer](#)

### Board Meeting Links

- > Board Calendar
- > Agenda
- > Statement of Proceedings
- > Live Board Meeting
- > County Code
- > Ad/zoning
- > Solve a Crime - Rewards
- > Transcripts
- > Board Correspondence
- > Policy Manual
- > Frequently Asked Questions

This mock-up is intended to suggest a direction for development and is not a final product or service.



VIDEO ARCHIVE

close-up

Next Broadcast

Board of Supervisors	Date	Agenda
Board Meeting - Public	February 05, 2013 - 9:30 AM	<a href="#">Agenda</a>

Search Archives:

[Advanced Search](#)

Subscribe via RSS feeds

[Agenda](#) | [Minutes](#) | [Podcast](#) | [Video Podcast](#)

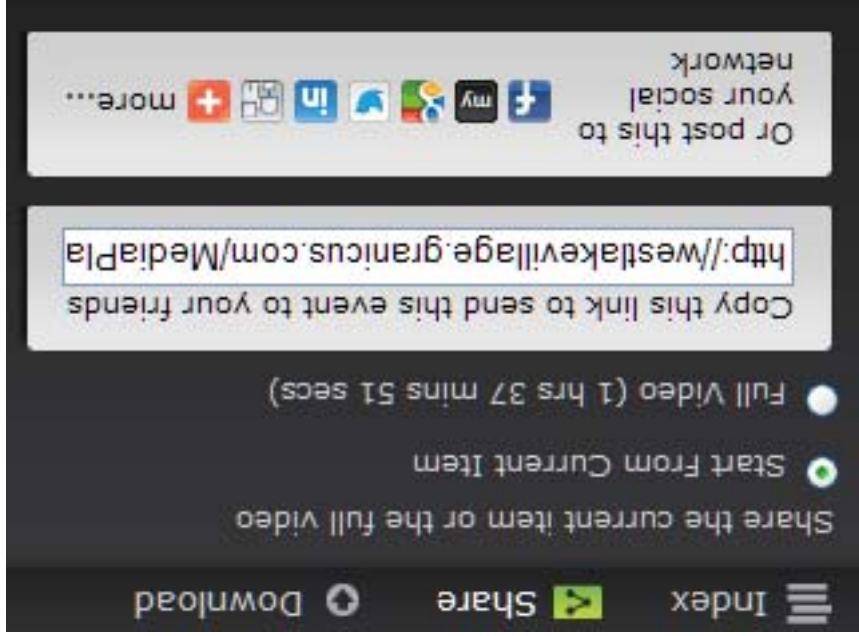
Board Meeting Archive

2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
------	------	------	------	------	------	------	------	------	------	------

Name	Date	Duration	View	Download			
<div><div></div>Board Meeting</div>	01/08/13	01 hr 41 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Video</a>	<a href="#">MP3 Audio</a>	<a href="#">MP4 Video</a>
Board Meeting	01/15/13	02 hr 53 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Video</a>	<a href="#">MP3 Audio</a>	<a href="#">MP4 Video</a>
Board Meeting	01/22/13	00 hr 32 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Video</a>	<a href="#">MP3 Audio</a>	<a href="#">MP4 Video</a>
Board Meeting	01/29/13	02 hr 53 min	<a href="#">Agenda</a>	<a href="#">Minutes</a>	<a href="#">Video</a>	<a href="#">MP3 Audio</a>	<a href="#">MP4 Video</a>



VIDEO ARCHIVE  
Close-up



Contractor Representative's Signature and Date \_\_\_\_\_

## **PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract

## PRICING SCHEDULE

<u>DELIVERABLES*</u>	<u>FREQUENCY/UNIT</u>	<u>COST</u>
1.1 Live Broadcast of Board Meetings	Each Meeting	\$ <u>1,400</u>
1.2 Spanish Language Translation	Each Meeting	\$ <u>1,200</u>
1.3 Transcripts		
Preliminary	Each Meeting	\$ <u>250</u>
Corrected and Certified	Each Meeting	\$ <u>500</u>
Indexing – Searchable Video	Each Meeting	\$ <u>200</u>
1.4 Closed Captioning	Each Meeting	\$ <u>900</u>
<i>(Based on four hour meeting length to begin at scheduled meeting start time and prorated in quarter hours thereafter. There will be no charge imposed during a scheduled recess/ temporary adjournment, if at least 72 hours prior notice is given to the Contractor.)</i>		
1.5 Graphics	Each Meeting	\$ <u>250</u>
1.6 Web Hosting / Streaming/ Archiving	Each Occurrence	\$ <u>1,800*</u>
<i>*Subject to change dependent on continued use of Performance Accelerators. No charge for media hosting for County departments and commissions.</i>		
<b>TOTAL COST</b>	<b>EACH MEETING</b>	<b>\$ <u>6,500</u></b>
1.7 Special Event & Meeting Coverage		
<i>A Special Event or Meeting that requires the same broadcast and related services as a BOS Meeting, and the same level of integration and coordination, would have a similar cost.</i>		
	Each Occurrence	\$ <u>6,500</u>
<i>Training sessions or some County Meetings may require less Contractor staff and overall effort. This type of service can be provided for less cost and would include televising only. This would include preparation of equipment and systems for this event and reset of equipment and systems to BOS broadcast specifications</i>		
	Each Occurrence	\$ <u>1,200</u>
1.8 Other:		
a) <u>Standard Captioning Non-Board Meetings</u>		

## EXHIBIT B

(Based on four hour meeting length to begin at scheduled meeting start time and prorated in quarter hours thereafter.)

Each Meeting \$ 556

Standard service is billed at \$139/hour. This level of captioning can meet many needs, but is not ideal when transcripts are produced from the captioning text. This level of service does not include advance reviewing of meeting agenda documents between captioner and contract manager, and does not include the use of the BOS captioning dictionary.

b) Premium Captioning Non-Board Meetings

(Based on four hour meeting length to begin at scheduled meeting start time and prorated in quarter hours thereafter.)

Each Meeting \$ 900

Premium level captioning is billed at \$225/hour. This level of captioning can quickly be transformed into a quality printed transcript. This level of transcript includes the advance reviewing of the meeting agenda document between the captioner and the contract manager, and includes the use of the BOS captioning dictionary.

c) Small Scale BOS Remote Productions Each Meeting \$ TBD

d) Large Scale BOS Remote Productions Each Meeting \$ TBD

Contractor will produce a Board Meeting or other production off-site as may be required by the County. Above is cost for a small-scale BOS off-site production and a large scale off-site BOS production, as may be required by the County. These costs are based on our experience providing off-site large scale production for a BOS Meeting held in the Second District. These are provided as estimates and can be modified to meet the County's specific needs for a small or large scale BOS production off-site.

e) Migration of Existing BOS Archive Each Meeting \$ 0

f) Video Encoding for Streaming and Archive Each Meeting \$ 0

Contractor will deploy and manage four hardware Granicus streaming appliances to provide reliable service with redundant "back-up" streaming encoding systems.

g) Production Services to Other Departments in Boardroom \$ TBD

Contractor will provide services to County departments using County Boardroom systems for training, special events, meetings, or other requirements as may be needed. Cost is based on a four hour minimum and is prorated thereafter. Cost includes preparation for special event and re-set of equipment and systems to BOS broadcast specifications.

h) Additional professional services Hourly Rate \$ 100

### Additional Granicus Services Available:

Professional services Hourly Rate \$ 250

Performance Accelerator for one - software only Per Unit \$ 4,500

**EXHIBIT B**

Performance Accelerator Maintenance per Meeting	Per Unit	\$ <u>82</u>
Hardware for one Performance Accelerator	Per Unit	\$ <u>4,600</u>
Encoder Appliance (software and hardware included)	Per Unit	\$ <u>7,500</u>
Encoder Appliance Maintenance per Meeting	Per Unit	\$ <u>50</u>
Additional services, software and/or hardware as requested by County		\$ <u>TBD</u>

**Additional Contractor Off-site Broadcasting Services Available:**

Off-site production service with all equipment 1 person crew (Includes teleprompter)	8 Hours	\$ <u>1,500</u>
Off-site production service with all equipment 2 person crew (includes teleprompter)	8 Hours	\$ <u>2,800</u>

**Additional Contractor Remote Broadcasting Services Available:**

BroadcastManager 1000 Single camera coverage with live directing		\$ <u>TBD</u>
BroadcastManager 6000 Six camera coverage with live directing		\$ <u>TBD</u>

**Additional Contractor Editing & Equipment Broadcasting Services Available:**

Editing of video	Hourly Rate	\$ <u>75</u>
Rental of small equipment	Each Meeting	\$ <u>100</u>
Rental of large equipment	Each Meeting	\$ <u>300</u>
Rental of County specified equipment		\$ <u>TBD</u>
Purchase of County specified item		\$ <u>TBD</u>

**Additional Contractor Miscellaneous Services Available:**

Website design including printed proofs for client review	Hourly Rate	\$ <u>100</u>
Website integration and web services feasibility review study	Hourly Rate	\$ <u>100</u>
Preliminary Transcript	Each Meeting	\$ <u>250</u>
Corrected Transcript	Each Meeting	\$ <u>500</u>
Certified Transcript (only with Preliminary and Corrected)	Each Meeting	\$ <u>750</u>
Uploading meeting agenda document	Each Meeting	\$ <u>100</u>



**EXHIBIT B**

Live indexing of meeting	Each Meeting	\$ <u>500</u>
Post production index review and reset	Each Meeting	\$ <u>250</u>
On-site control room support/Assistant	Hourly Rate	\$ <u>75</u>
Repair/Tech engineer	Hourly Rate	\$ <u>100</u>
IT/Computer Repair Technician	Hourly Rate	\$ <u>100</u>
Control room operational engineer	Hourly Rate	\$ <u>100</u>
Control room support technician	Hourly Rate	\$ <u>50</u>
Preparation of MPEG2 video file, including minor editing and delivery on portable drive	Per Unit	\$ <u>300</u>
Creation of "authored" DVD with chapters by agenda item	Per Unit	\$ <u>700</u>
Creation of DVD graphic package artwork	One Time Charge	\$ <u>500</u>
Duplication of DVD packaging including box with multi-color Graphic artwork including six (6) copies	Per Occurrence	\$ <u>300</u>

## ONE-TIME EQUIPMENT COSTS FOR GRANICUS SOLUTION:

ITEM	UNIT	COST	TOTAL
<b>Media Mgr./WMV</b> This is a Granicus web location that enables GovTV To schedule WMV file webcasts of meetings, upload agenda documents, and perform live and post production indexing of meetings. Additionally, this is the access point for uploading corrected meeting transcripts and corrected captioning files.	1	0	0
<b>Additional Media Mgr. /H.264</b> This is a Granicus web location that enables GovTV To schedule H.264 webcasts of meetings, upload agenda documents, and perform live and post production indexing of meetings. Additionally, this is the access point for uploading corrected meeting transcripts and corrected captioning files.	1	0	0
<b>Live 24/7 Channel Encoders--WMV</b> This Granicus encoder will provide 24/7 streaming of County Channel to internal user as a WMV file only.	2	7,500	15,000
<b>Live 24/7 Channel Encoders--H.264</b> This Granicus encoder will provide 24/7 Streaming of County Channel to external user as an H.264 file format only.	2	7,500	15,000
<b>Granicus Encoding Appliances (1—4)</b> These Granicus encoders #1,2,3,4 will provide live streaming to internet in H.264 file format. <b>(these units are included in proposal)</b>	4	0	0
<b>Granicus Encoding Appliances (5---8)</b> These Granicus encoders #5,6,7,8 will provide live streaming to intranet in WMV file format.	4	7,500	30,000
<b>Perf. Accelerators/WMV software (included)</b> (one PA software is provided with proposal)	1	0	0
<b>Perf. Accelerator/WMV software</b> (these six PA software programs will provide WMV live streams to internal County user)	6	4,500	27,000
<b>Perf. Accelerator/WMV hardware</b> (these seven PA hardware systems will provide WMV live streams to internal County user. Note that the software for the seventh unit is provided within proposal and supports why County will purchase 7 hardware units for this described service)	7	4,600	32,200
<b>Perf. Accelerator/WMV hardware &amp; software</b> (This unit is recommended by Granicus deployment team For Downey VDI to provide failover support to County Internal user for live streaming in WMV to intranet. We have	1	9,100	9,100

## EXHIBIT B

Included this because of deployment team recommendation.

However, this unit can be deployed or not, during testing period, if County desires.

<b>Peripheral Equipment</b>			30,000
-----------------------------	--	--	--------

Miscellaneous equipment needed to support the product deployment  
such as: IP powerstrips, UPS systems, racks, KVM system, etc.

<b>Maintenance</b>	1	25,000	25,000
--------------------	---	--------	--------

(This is Granicus maintenance charged with upfront  
cost.)

<b>Shipping</b>	1	2,500	2,500
-----------------	---	-------	-------

(This is cost of shipping Granicus equipment to County specified location.)

**TOTAL (not including applicable sales tax) \$185,800\*\***

**\*\*Due upon delivery of Granicus equipment to County specified delivery location.**

**Additional Per Meeting Granicus Managed Services Cost:**

<b>ITEM TOTAL</b>	<b>UNIT***</b>	<b>COST</b>	
Performance Accelerator Maint. <b>(service for unit #1 is included at no charge)</b>	1	82	0
Performance Accelerator Maint. <b>(service for units #2,3,4,5,6,7)</b>	6	82	492
Performance Accelerator Maint. <b>(service for unit #8. This unit is recommended By Granicus deployment team and has been included in pricing. Please refer to Word table document that lists encoder and PA unit # and unit purpose. Deployment of this unit can be withheld until testing period supports its deployment, or not.)</b>	1	82	82
Encoder Appliance Maint. (1---4) <b>(service for units #1,2,3,4 is included at no charge)</b>	4	50	0
Encoder Appliance Maint. (5—8) <b>(service for units #5,6,7,8)</b>	4	50	200
Additional Media Mgr. Site/WMV <b>(this is “operations” site for this file format.)</b>	1	125	125
Live 24/7 Channel Encoder Maint. <b>(this is County Channel stream 24/7 as internal WMV and external in H.264 file formats)</b>	4	50	200
		<b><u>TOTAL</u></b>	<b><u>\$1,099</u></b>

\*\*\*Actual number of units may change during course of deployment and testing period with County direction and approval.

**CONTRACTOR'S EEO CERTIFICATION**

**Network Television Time, Inc. dba GovTV**  
 Company Name

**1014 S. Westlake Blvd., #14-305, Westlake Village, CA 91361**  
 Address

**95-4420797**  
 Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( X )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( X )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( X )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( X )	( )

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Bruce Arditte, President**  
 Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

**COUNTY PROJECT ADMINISTRATOR:**

Name: Susan Herman

Title: Senior Manager, CEO

Address: 500 W. Temple St., Room 493  
Los Angeles, CA 90012

Telephone: (213) 974-6807 Facsimile: (213) 687-1158

E-Mail Address: [sherman@ceo.lacounty.gov](mailto:sherman@ceo.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** NETWORK TELEVISION TIME, INC., dba GOVTV**CONTRACTOR'S PROJECT MANAGER:**

Name: Bruce Arditte  
Title: President  
Address: 1014 S. Westlake Blvd., #14-305  
Westlake Village, CA 91361  
Telephone: (877) 468-8899 x201 Facsimile: \_\_\_\_\_  
E-Mail Address: [barditte@govtv.us](mailto:barditte@govtv.us)

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Bruce Arditte  
Title: President  
Address: 1014 S. Westlake Blvd., #14-305  
Westlake Village, CA 91361  
Telephone: (877) 468-8899 x201 Facsimile: \_\_\_\_\_  
E-Mail Address: [barditte@govtv.us](mailto:barditte@govtv.us)

**Notices to Contractor shall be sent to the following:**

Name: Bruce Arditte  
Title: President  
Address: 1014 S. Westlake Blvd., #14-305  
Westlake Village, CA 91361  
Telephone: (877) 468-8899 x201 Facsimile: \_\_\_\_\_  
E-Mail Address: [barditte@govtv.us](mailto:barditte@govtv.us)

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
  - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
  - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
    - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
    - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
    - 3. A purchase made through a state or federal contract; or
    - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
    - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
    - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
    - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
    - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

---

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

